

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



AGENDA FOR THE REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

JANUARY 8, 2020

6:00 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

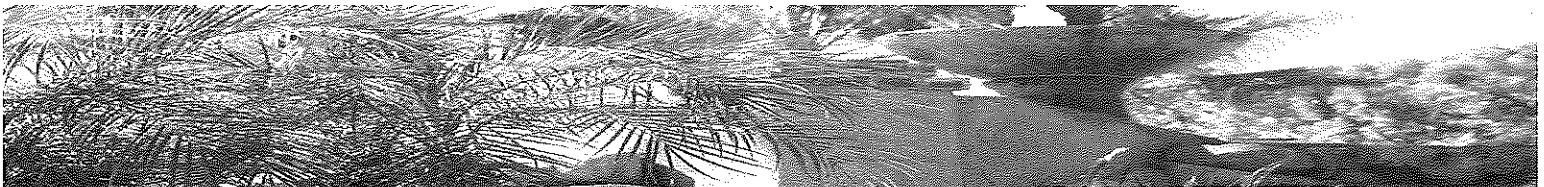
CLOSED SESSION – CITY HALL CONFERENCE ROOM REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 6:00 P.M.**1. Conference with Real Property Negotiator**

Pursuant to California Government Code Section 54956.8

- A) Property: 4605 N. Nora Avenue
APN 8417-002-050
Negotiating Parties: Housing Authority
Under Negotiations: Price and Terms
Conflict of Interest: Garcia and Ortiz
- B) Property: 2424 Mountain Avenue
8534-001-901
Negotiating Parties: Housing Authority and IMD Enterprises, LLC
Under Negotiation: Price and Terms
Conflict of Interest: Breceda and Garcia
- C) Property: 2428 Mountain Avenue
Negotiating Parties: IMD Development and Housing Authority
Under Negotiation: Price and terms of sale
Conflict of Interest: Breceda and Garcia

2. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Mark A. Breceda; Mayor Albert F. Ambriz**

- E. REPORT FROM CLOSED SESSION
- F. CHANGES TO THE AGENDA
- G. COUNCIL MEMBER TRAVEL REPORTS
- H. ANNOUNCEMENTS
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

1) Introduction of Police Dispatcher Melissa Solis

K. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

- 1) Chamber of Commerce Business of the Month – Southern California Edison
- 2) Administration of Oaths of Office to Commissioners Virginia Diaz, Jason Hickman and Marguerite Lopez

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended.

1. **CONSENT CALENDAR**

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

- 1) Regular meeting held December 11, 2019

B. Warrants/Demands/Payroll

Recommendation: Approve

C. 2nd Reading of Ordinance No. 744

Recommendation: **Adopt on second reading Ordinance No. 744** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 718 AND 719 PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY / TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC., D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY" reading by title only and waiving further reading thereof.

D. Award of Contract to Maverick Networks for the Unified Communications & VoIP Phone System Installation

Recommendation: (1) **Adopt Resolution No. 2020-02-3163** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING A CONTRACT TO MAVERICK NETWORKS FOR THE PURCHASE AND EQUIPMENT INSTALLATION OF THE UNIFIED COMMUNICATIONS VoIP SYSTEM AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER" reading by title only and waiving further reading thereof; (2) authorize the City Manager to enter into an agreement with Maverick Networks in the amount of \$85,723.20 for the installation of the Unified Communication & VoIP System; subject to approval as to form by the City Attorney; and (3) approve a 20% contingency in the amount of \$17,144.64 to cover any unforeseeable conditions that may arise during installation.

E. Approval of Right of Way Use Agreement with MCImetro Access Transmission Service Corporation

Recommendation: Authorize the City Manager to enter into a Right of Way Use Agreement with MCImetro Access Transmission Service Corporation for the installation of fiber optic facilities in the public right-of-way.

F. Declaration of Covenants, Conditions and Restrictions for 4833 Sabre Lane

Recommendation: Approve the Declaration of Covenants, Conditions and Restrictions for the property located at 4833 Sabre Lane, Irwindale, CA.

2. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

A. Appointment of Planning Commissioner

Recommendation: **Adopt Resolution No. 2020-03-3164** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

B. First Reading of Ordinance No. 738 Establishing a Transactions and Use Tax Ordinance, Adoption of Resolution No. 2020-04-3165 Approving Administrative Agreements with the California Department of Tax and Fee Administration, and Resolution No. 2020-05-3166 Authorizing the Examination of Transactions and Use Tax Records

Recommendation: (1) **Introduce for first reading Ordinance No. 738** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF IRWINDALE, CALIFORNIA, ESTABLISHING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION"; (2) **Adopt Resolution No. 2020-04-3165** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION TO ADMINISTER AND OPERATE THE CITY'S LOCAL TRANSACTIONS AND USE TAX" and (3) **Adopt Resolution No. 2020-05-3166** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE EXAMINATION OF TRANSACTIONS AND USE TAX RECORDS" reading by title only and waiving further reading thereof.

3. **PUBLIC HEARINGS**

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

A. Approval of Proposed Use of Community Development Block Grant (CDBG) Allocation of Fiscal Year (FY) 2020-2021 and incorporating FY 2019-2020 Allocations

Recommendation: Conduct the public hearing to receive public comments on the Project No. 602083-19 PCC Sidewalk and Access Ramps at Various Locations, and approve the CDBG allocations from FY 2019-20 to be combined with the FY 2020-21 allocations. This will allow for a larger sidewalk and access ramp project to be completed in FY 2021-22. Following conclusion of the public hearing, the City Council is recommended to **adopt Resolution No. 2020-01-3162** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2020-2021 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION" reading by title only and waiving further reading thereof.

B. 2nd Reading of Ordinance No. 743

Recommendation: Conduct a public hearing for public comments, conduct second reading and **adopt Ordinance No. 743** amending Title 15 of Irwindale Municipal Code by adding Chapter 15.05 – Existing Building Code and adopting by reference the 2020 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building, Codes with County and City Amendments, and direct the Department of Public Works to file the adopted ordinance with the City amendments along with the findings and justification with the State Building Standards Commission.

4. **CITY MANAGER’S REPORT**

5. **AGENDA ITEM REQUESTS BY COUNCIL MEMBERS**

6. **ADJOURN**

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

- 1) Regular meeting held December 11, 2019

B. Warrants

Recommendation: Approve

2. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

3. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

- 1) Regular meeting held December 11, 2019

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on January 8, 2020, be posted at the City Hall, Library, and Post Office on December 19, 2019.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

DECEMBER 11, 2019
WEDNESDAY
5:30 P.M.

The Irwindale CITY COUNCIL met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Mark A. Breceda, Manuel R. Garcia,
H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola;
Mayor Albert F. Ambriz

Also present: William Tam, City Manager; Theresa Olivares,
Assistant City Manager; Fred Galante, City Attorney; Ty Henshaw,
Police Chief; Arsanious Hanna, City Engineer; Eva Carreon,
Finance Director; Marilyn Simpson, Community Development
Manager; Mary Hull, Human Resources Manager, and Laura Nieto,
Chief Deputy City Clerk

**RECESS TO
CLOSED SESSION**

At 5:30 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Section 54956.9

Name of Case: City of Baldwin Park vs. City of Irwindale
Case Number: BS171622

ACTION: Discussed, update provided; no further reportable
action taken

Name of Case: Waste Management vs. City of Irwindale
Case Number: BS171509

ACTION: Discussed, update provided; no further reportable
action taken

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Discussed; direction provided; no further reportable
action taken

Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8

Property: United Rock Products Corp. Pit #3
1136 Meridian Street
APN: 8531-032-009, 8531-033-007 and 8531-
034-026

Negotiating Parties: City of Irwindale & United Rock Products Corp.

ACTION: Update provided; no further reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:34 p.m., the City Council reconvened in Open Session.

**REORGANIZATION OF
CITY COUNCIL**

REORGANIZATION OF CITY COUNCIL

CHIEF DEPUTY CITY
CLERK NIETO

Chief Deputy City Clerk Nieto provided brief background information on this item and opened the floor to nominations for the office of Mayor.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz nominated Councilmember Burrola.

COUNCILMEMBER
GARCIA

Councilmember Garcia nominated Councilmember Breceda.

ROLL CALL

There being no further nominations, Chief Deputy City Clerk Nieto closed nominations and conducted roll call on the nominations. For the nomination of Councilmember Burrola, the nomination failed: Councilmembers Ambriz, Breceda, and Garcia opposed; Councilmembers Burrola and Ortiz in favor.

For the nomination of Councilmember Breceda, the nomination failed: Councilmembers Ambriz, Burrola (who expressed his interest in implementing a rotational method for selecting the Mayor), and Ortiz opposed; Councilmembers Breceda and Garcia in favor.

CHIEF DEPUTY CITY
CLERK NIETO

Chief Deputy City Clerk Nieto re-opened the floor to nominations for the office of Mayor.

COUNCILMEMBER
BRECEDA

Councilmember Breceda nominated Councilmember Garcia.

ROLL CALL

There being no further nominations, Chief Deputy City Clerk Nieto closed nominations and conducted roll call on the nominations. The nomination of Councilmember Garcia failed: Councilmembers Ambriz, Burrola, and Ortiz opposed; Councilmembers Breceda and Garcia in favor.

CHIEF DEPUTY CITY
CLERK NIETO

Chief Deputy City Clerk Nieto re-opened the floor to nominations for the office of Mayor.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz nominated himself.

COUNCILMEMBER
AMBRIZ

Councilmember Ambriz nominated himself.

ROLL CALL There being no further nominations, Chief Deputy City Clerk Nieto closed nominations and conducted roll call on the nominations. For the nomination of Councilmember Ortiz, the nomination failed: Councilmembers Ambriz, Breceda, and Garcia opposed; Councilmembers Burrola and Ortiz in favor.

For the nomination of Councilmember Ambriz, the nomination was successful: Councilmembers Ambriz, Breceda, Burrola, and Garcia in favor; Councilmember Ortiz opposed.

MAYOR AMBRIZ Mayor Ambriz then opened the floor for nominations for the office of Mayor Pro Tem.

COUNCILMEMBER
BURROLA Councilmember Burrola nominated Councilmember Ortiz.

COUNCILMEMBER
GARCIA Councilmember Garcia nominated Councilmember Breceda.

ROLL CALL There being no further nominations, Chief Deputy City Clerk Nieto closed nominations and conducted roll call on the nominations. For the nomination of Councilmember Ortiz, the nomination failed: Councilmembers Breceda, Garcia, and Mayor Ambriz opposed; Councilmembers Burrola and Ortiz in favor.

For the nomination of Councilmember Breceda, the nomination was successful: Councilmembers Breceda, Garcia, and Mayor Ambriz in favor; Councilmembers Burrola and Ortiz opposed.

**ROLL CALL OF
NEWLY ORGANIZED
CITY COUNCIL** ROLL CALL OF NEWLY ORGANIZED CITY COUNCIL
The roll call was conducted.

**CHANGES TO THE
AGENDA**

CITY MANAGER TAM City Manager Tam noted that staff, at the request of Councilmember Burrola, wishes to pull Item Nos. 1G and 1P from the Consent Calendar for further discussion. Additionally, regarding Item No. 1R, staff has received documentation after the posting of the agenda pertaining to the bids for the construction of the Irwindale Park Improvement Project. According to the information received, staff prepared a revised staff report, which the City Engineer will present.

**COUNCILMEMBER
TRAVEL REPORTS** None.

ANNOUNCEMENTS

COUNCILMEMBER BURROLA	Councilmember Burrola announced that he attended the Christmas Spectacular and commended Recreation Manager Zepeda and her staff for the wonderful event.
COUNCILMEMBER ORTIZ	Councilmember Ortiz thanked Chief Henshaw and those from his department that were involved in the procession parade held by Our Lady of Guadalupe Church.
MAYOR AMBRIZ	Mayor Ambriz thanked the Recreation Department as well as Chief Henshaw for their participation in the Christmas Spectacular event.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – MILLERCOORS	CHAMBER OF COMMERCE BUSINESS OF THE MONTH – MILLERCOORS The presentation was made.
RECOGNITION OF IRWINDALE DETECTIVE CORPORAL ARMANDO LOPEZ FOR HIS 34 YEARS OF SERVICE	RECOGNITION OF IRWINDALE DETECTIVE CORPORAL ARMANDO LOPEZ FOR HIS 34 YEARS OF SERVICE. The presentation was deferred to January 8, 2020.

**SPONTANEOUS
COMMUNICATIONS**

CARMEN ROMAN	Carmen Roman alleged wrongdoing by staff.
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CONSENT CALENDAR

MOTION	A motion was made by Mayor Pro Tem Breceda, seconded by Councilmember Garcia, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exceptions of Item Nos. 1G, 1P, and 1R, which were removed for separate consideration. The motion was unanimously approved; Councilmember Burrola abstaining on Item No. 1D, and Mayor Ambriz abstaining on Item No. 1T.
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ITEM NO. 1A
MINUTES

MINUTES

No minutes for approval

ITEM NO. 1B
WARRANTS / DEMANDS

WARRANTS / DEMANDS

The warrants / demands / were approved.

ITEM NO. 1C
DECLARING RESULTS
OF NOVEMBER 5, 2019
SPECIAL ELECTION –
RESOLUTION NO.
2019-72-3156

DECLARING RESULTS OF NOVEMBER 5, 2019 SPECIAL
ELECTION – RESOLUTION NO. 2019-72-3156

RESOLUTION NO.
2019-72-3156
ADOPTED

Resolution No. 2019-72-3156, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE
SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2019,
DECLARING THE RESULTS AND SUCH OTHER MATTERS AS
PROVIDED BY LAW,” was adopted.

ITEM NO. 1D
REJECTION OF CLAIMS
CHRISTINA LLAMAS V.
CITY OF IRWINDALE

REJECTION OF CLAIMS – CHRISTINA LLAMAS V. CITY OF
IRWINDALE

The claims of Christina Llamas v. City of Irwindale were rejected
and staff was directed to send a standard letter of rejection to the
claimant; Councilmember Burrola abstaining.

ITEM NO. 1E
IRWINDALE SISTER
CITY ASSOCIATION
DONATION – EXPENSE
REPORT

IRWINDALE SISTER CITY ASSOCIATION DONATION –
EXPENSE REPORT

The expense report attached to the staff report for the City's
donation to the Irwindale Sister City Association was received and
filed.

ITEM NO. 1F
COMPENSATION
RESOLUTION NO.
2019-66-3150

COMPENSATION RESOLUTION NO. 2019-66-3150

RESOLUTION NO.
2019-66-3150
ADOPTED

Resolution No. 2019-66-3150, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE REPLACING RESOLUTION NO. 2019-21-3105,
ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF
CLASSES, COMPENSATION, AND BENEFITS FOR CITY
EMPLOYEES,” was adopted.

ITEM NO. 1H
RESIDENT BENEFIT
PROGRAM – APPROVAL
OF AMENDMENT 1 TO
CLIENT SERVICES
AGREEMENT WITH
OPTUMRX

RESIDENT BENEFIT PROGRAM – APPROVAL OF AMENDMENT
1 TO CLIENT SERVICES AGREEMENT WITH OPTUMRX

RESOLUTION NO.
2019-70-3154
ADOPTED

Resolution No. 2019-70-3154, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING THE AMENDMENT 1 TO THE CLIENT SERVICES AGREEMENT WITH OPTUMRX FOR SERVICES RELATED TO THE RESIDENT PRESCRIPTION PROGRAM,” was adopted.

ITEM NO. 1I
AWARD OF CONTRACT
FOR CONSTRUCTION
MANAGEMENT,
INSPECTION,
LABOR COMPLIANCE
OVERSIGHT, AND
GEOTECHNICAL
TESTING SERVICES
OF THE 2019
RESURFACING
PROJECT

AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT,
INSPECTION, LABOR COMPLIANCE OVERSIGHT, AND
GEOTECHNICAL TESTING SERVICES OF THE 2019
RESURFACING PROJECT; P-992

1) The City Manager was authorized to enter into an agreement with Design Concepts Consultants, Inc. in the amount of \$80,400 for construction management, inspection, labor compliance oversight, and geotechnical testing services; management, inspection, labor compliance oversight, and geotechnical testing services; and 2) approve a 20% project contingency for construction and construction management in the amount of \$16,080 to cover any unforeseeable conditions that may arise during construction.

ITEM NO. 1J
TRANSFER OF
HOUSING BOND
PROCEEDS FROM THE
CITY TO THE HOUSING
AUTHORITY

TRANSFER OF HOUSING BOND PROCEEDS FROM THE CITY
TO THE HOUSING AUTHORITY

RESOLUTION NO.
2019-75-3159
ADOPTED

Resolution No. 2019-75-3159, entitled:

“A JOINT RESOLUTION OF CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE HOUSING AUTHORITY APPROVING A TRANSFER OF HOUSING BOND PROCEEDS FROM THE CITY TO THE HOUSING AUTHORITY,” was adopted.

ITEM NO. 1K
UPDATES TO THE CITY
OF IRWINDALE FRAUD
POLICY

UPDATES TO THE CITY OF IRWINDALE FRAUD POLICY

RESOLUTION NO.
2019-77-3161
ADOPTED

Resolution No. 2019-77-3161, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE UPDATING THE CITY OF IRWINDALE FRAUD POLICY," was adopted.

ITEM NO. 1L
APPROVAL OF
CALTRANS
MAINTENANCE
AGREEMENT FOR
DRAINAGE
IMPROVEMENT
WITHIN STATE RIGHT
OF WAY LOCATED AT
THE SOUTHWEST
CORNER OF
RELIANCE II QUARRY
ADJACENT TO STATE
ROUTE 210

APPROVAL OF CALTRANS MAINTENANCE AGREEMENT FOR DRAINAGE IMPROVEMENT WITHIN STATE RIGHT OF WAY LOCATED AT THE SOUTHWEST CORNER OF RELIANCE II QUARRY ADJACENT TO STATE ROUTE 210

The CalTrans Maintenance Agreement for improvement within State's right of way located at the southwest corner of Reliance II Quarry adjacent to State Route 210, was approved.

ITEM NO. 1M
CALIFORNIA PARKS
AND RECREATION
HEALTHY PLAN
INITIATIVE GRANT
FUNDING

CALIFORNIA PARKS AND RECREATION HEALTHY PLAN INITIATIVE GRANT FUNDING

RESOLUTION NO.
2019-76-3160
ADOPTED

Resolution No. 2019-76-3160, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FUNDS FROM THE GENERAL FUND RESERVES, WAIVING BIDDING REQUIREMENTS, AND APPROVING THE PURCHASE AND INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AND SURFACING AT JARDIN DE ROCA PARK AND THE IRWINDALE SENIOR CENTER," was adopted.

ITEM NO. 1N
AWARD OF CONTRACT
FOR THE SENIOR
CENTER – NEW
EMERGENCY
GENERATOR
INSTALLATION
PROJECT; P-1007

AWARD OF CONTRACT FOR THE SENIOR CENTER – NEW EMERGENCY GENERATOR INSTALLATION PROJECT; P-1007

1) The City Manager was authorized to enter into an agreement with TSR Construction and Inspections in the amount of \$133,400 for the Senior Center – New Emergency Generator Installation Project; and
2) a 15% project contingency in the amount of \$20,020 was approved to cover any unforeseeable conditions that may arise during construction.

ITEM NO. 10
ACCEPTANCE OF
SENIOR CENTER AND
CHAMBER OF
COMMERCE
EXTERIOR
IMPROVEMENTS
PROJECT; P-971-A

ACCEPTANCE OF SENIOR CENTER AND CHAMBER OF
COMMERCE EXTERIOR IMPROVEMENTS PROJECT; P-971-A

1) The changes to the original scope of work were ratified and the improvements and maintenance responsibilities for the constructed improvements of the Senior Center and Chamber of Commerce Exterior Improvements Project were accepted; 2) the final project amount of \$129,736.41 was approved; 3) the City Clerk was Authorized to record the Notice of Completion, and 4) the Finance Director was authorized to release the 5% retention amount for the construction project.

ITEM NO. 1Q
AMENDMENT NO. 2
TO CONTRACT
SERVICES AGMT.
WITH FCG
CONSULTANTS, INC.
FOR CONSTRUCTION
MANAGEMENT &
INSPECTION, LABOR
COMPLIANCE
OVERSIGHT, AND
MATERIAL TESTING
SERVICES FOR THE
CONSTRUCTION ON
STATE HIGHWAY
I-605 IN LOS ANGELES
COUNTY AT THE
LIVE OAK AVENUE
NORTHBOUND
OFF-RAMP

AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT
WITH FCG CONSULTANTS, INC. FOR CONSTRUCTION
MANAGEMENT & INSPECTION, LABOR COMPLIANCE
OVERSIGHT, AND MATERIAL TESTING SERVICES FOR THE
CONSTRUCTION ON STATE HIGHWAY I-605 IN LOS ANGELES
COUNTY AT THE LIVE OAK AVENUE NORTHBOUND OFF-
RAMP; P-974

Amendment No. 2 to Contract Services Agreement with FCG Consultants for construction management, inspection, labor compliance oversight, and materials testing services for the Construction on State Highway I-605 in Los Angeles County at the Live Oak Avenue Northbound Off-ramp, was approved.

ITEM NO. 1S
AWARD OF CONTRACT
FOR THE CITY HALL
AND POLICE
DEPARTMENT – NEW
EMERGENCY
GENERATOR
INSTALLATION
PROJECT; P-10098

AWARD OF CONTRACT FOR THE CITY HALL AND POLICE
DEPARTMENT – NEW EMERGENCY GENERATOR
INSTALLATION PROJECT; P-1008

RESOLUTION NO.
2019-74-3158
ADOPTED

Resolution no. 2019-74-3158, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINDALE APPROPRIATING \$115,000 FROM THE GENERAL FUND RESERVES FOR THE CITY HALL AND POLICE DEPARTMENT – NEW EMERGENCY GENERATOR INSTALLATION PROJECT,” was adopted; the City Manager was

authorized to enter into an agreement with TSR Construction and Inspections in the amount of \$200,000; and 3) a 15% project contingency in the amount of \$30,000 was approved to cover any unforeseeable conditions that may arise during construction.

ITEM NO. 1T
PURCHASE AND
SALE AGREEMENT
FOR 5239 MORADA
STREET FOR PUBLIC
USE

PURCHASE AND SALE AGREEMENT FOR 5239 MORADA STREET FOR PUBLIC USE (Joint with Housing Authority)

RESOLUTION NO.
2019-71-3155
ADOPTED

Resolution No. 2019-71-3155, entitled:

"A RESOLUTION OF THE CITY OF IRWINDALE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH THE IRWINDALE HOUSING AUTHORITY FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 5239 MORADA STREET (APN 8619-012-910)," was approved; Mayor Ambriz abstaining.

END OF CONSENT CALENDAR

ITEM NO. 1G
AWARD OF CONTRACT
FOR ANNUAL AUDIT
SERVICES

AWARD OF CONTRACT FOR ANNUAL AUDIT SERVICES (Joint Item on Successor Agency, Housing, and Reclamation Authority Agendas)

DIRECTOR CARREON

Director Carreon presented the staff report.

COUNCILMEMBER
BURROLA

Responding to a question by Councilmember Burrola, Director Carreon advised that this firm has provided many services to the city since the early 1990s. Staff has undergone RFP processes for these services and Lance, Soll, and Lunghard has always returned as the lowest bidder.

Councilmember Burrola suggested that the two-year term on the contract include an option for a two-year extension, to which Director Carreon advised that the contract being presented covers three years, and that staff would return to the Council after that time to seek, if necessary, a two-year extension.

COUNCILMEMBER
GARCIA

Councilmember Garcia asked whether it was customary to have the same auditor for an extended period of time, to which City Attorney Galante advised that other professionals should be vetted, and that he would be concerned if staff did not conduct the RFP processes. However, since these processes have been done, and this firm has the right to participate, there is no requirement to change to another firm.

MOTION	A motion was made by Councilmember Burrola, seconded by Councilmember Ortiz, to award a contract to Lance, Soll, and Lunghard, LLP for annual audit services for the fiscal years ending June 30, 2020, through June 30, 2022, with an option to extend through 2024, and authorize the City Manager to execute the contract attached to the staff report, approved as to form by the City Attorney. The motion was unanimously approved.
<u>ITEM NO. 1P</u> AWARD OF CONTRACT FOR CONSTRUCTION INSPECTION SERVICES FOR THE SENIOR CENTER INTERIOR REMODEL IMPROVEMENTS PROJECT; P-971-B	AWARD OF CONTRACT FOR CONSTRUCTION INSPECTION SERVICES FOR THE SENIOR CENTER INTERIOR REMODEL IMPROVEMENTS PROJECT; P-971-B
CITY ENGINEER HANNA	City Engineer Hanna presented the staff report.
COUNCILMEMBER BURROLA	<p>Councilmember Burrola asked whether the inspection services can be conducted by city staff, to which City Engineer Hanna advised that the Building and Safety department will perform anything related to building. However, other items would require qualified professionals to conduct the inspections. He added that this project also has prevailing wages and has to be reviewed before invoices are paid, which adds to the reason why staff is seeking a qualified consultant for assistance.</p> <p>Responding to an additional question by Councilmember Burrola, City Engineer Hanna advised that this firm would not perform the plumbing work itself. Councilmember Burrola suggested that staff look into training staff members to conduct these types of inspections.</p>
MOTION	A motion was made by Councilmember Burrola, seconded by Mayor Pro Tem Breceda, to authorize the City Manager to enter into an agreement with FCG Consultants, Inc. in the amount of \$72,627.09 for construction inspection services of the Senior Center Interior Remodel Improvements Project.
MAYOR PRO TEM BRECEDA	Mayor Pro Tem Breceda expressed his joy in that this project is being conducted.
COUNCILMEMBER ORTIZ	Councilmember Ortiz noted that this firm is also conducting inspection services for other city projects.
ROLL CALL	The above mentioned motion was unanimously approved.

ITEM NO. 1R
AWARD OF
CONTRACTS FOR
THE CONSTRUCTION OF
IRWINDALE PARK
IMPROVEMENTS
PROJECT PHASE II-B;
P-1005

AWARD OF CONTRACTS FOR THE CONSTRUCTION OF
IRWINDALE PARK IMPROVEMENTS PROJECT PHASE II-B; P-
1005

CITY ENGINEER
HANNA

City Engineer Hanna presented the revised staff report. He indicated that first phase of the project would include the Memorial Garden and a bus stop.

MAYOR PRO TEM
BRECEDA

Mayor Pro Tem Breceda stated his pride with this project moving forward.

MOTION

A motion was made by Councilmember Garcia, seconded by Mayor Pro Tem Breceda, to: 1) reject all bids for the construction of the Irwindale Park Improvements Project Phase II-B, 2) direct the City Engineer to modify the plans and specifications to construct the project in phases, and 3) direct the City Engineer to re-advertise the project. The motion was unanimously approved.

NEW BUSINESS

ITEM NO. 2A
MAYOR'S
APPOINTMENTS OF
DELEGATES AND
ALTERNATES

MAYOR'S APPOINTMENTS OF DELEGATES AND ALTERNATES

RESOLUTION NO.
2019-67-3151
ADOPTED

Resolution No. 2019-67-3151, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY", was passed, approved, and adopted, on the motion of Mayor Pro Tem Breceda, seconded by Councilmember Ortiz, and unanimously approved.

ITEM NO. 2B
APPOINTMENT OF
PARKS &
RECREATION
COMMISSIONERS

APPOINTMENT OF PARKS & RECREATION COMMISSIONERS

MAYOR AMBRIZ

Mayor Ambriz thanked all applicants for their interest in applying for the position and encouraged all to continue submitting applications in the future. He then nominated Marguerite Lopez and Jason Hickman to the Parks & Recreation Commission.

RESOLUTION NO.
2019-68-3152
ADOPTED

Resolution No. 2019-68-3152, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE," was passed, approved, and adopted, thereby appointing Marguerite Lopez and Jason Hickman to the Parks & Recreation Commission (Councilmember Ortiz opposed to Jason Hickman's appointment).

ITEM NO. 2C
APPOINTMENT OF
SENIOR CITIZEN
COMMISSIONER

APPOINTMENT OF SENIOR CITIZEN COMMISSIONER

MAYOR AMBRIZ

Mayor Ambriz nominated Virginia Diaz to the Senior Citizen Commission.

RESOLUTION NO.
2019-69-3153
ADOPTED

Resolution No. 2019-69-3153, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE," was passed, approved, and adopted, thereby appointing Virginia Diaz to the Senior Citizen Commission (Councilmember Garcia and Mayor Pro Tem Breceda opposed).

ITEM NO. 2D
ORDINANCE
AMENDING TITLE 15
OF THE IRWINDALE
MUNICIPAL CODE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.05 – EXISTING BUILDING CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2020 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2020 EDITION), LOS ANGELES PLUMBING CODE (2020 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2020 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2020 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2020 EDITION), EXISTING BUILDING CODE (2020 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

CITY ENGINEER
HANNA

City Engineer Hanna presented the staff report.

COUNCILMEMBER
ORTIZ

Responding to a question by Councilmember Ortiz, City Engineer Hanna advised that the code is revised every three years.

ORDINANCE NO. 743
INTRODUCED FOR
FIRST READING

Ordinance No. 743, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.05 – EXISTING BUILDING CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2020 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2020 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2020 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2020 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2020 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2020 EDITION), EXISTING BUILDING CODE (2020 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ." was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Garcia, seconded by Mayor Pro Tem Breceda, and unanimously approved.

ITEM NO. 2E
RESCISSION OF
APPROVALS FOR
MATERIAL RECOVERY
FACILITY / TRANSFER
STATION

RESCISSION OF APPROVALS FOR MATERIAL RECOVERY FACILITY / TRANSFER STATION (Joint Item on Successor Agency Agenda)

CITY ATTORNEY
GALANTE

City Attorney Galante presented the staff report.

COUNCILMEMBERS
BURROLA AND ORTIZ

Responding to questions by Councilmembers Burrola and Ortiz, City Attorney Galante advised that, by adopting the subject resolutions and ordinance, the existing entitlements would be terminated. He indicated that the attorneys representing the opposing party requested that the court agree to this action, and so the court has ordered the city to terminate the entitlements. The court has found that most of the city's actions and most of the environmental analysis is appropriate, though there are a few areas that need additional analysis. The next step would be to address the additional analysis required in the Environmental Impact Report, which is why staff is proposing the adoption of a contract with Harvey Consulting Group to perform the additional analysis.

RESOLUTION NO.
2019-63-3147
ADOPTED

Resolution No. 2019-63-3147, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, SETTING ASIDE AND VACATING RESOLUTION NOS. CC 2016-16-2830, CC 2017-18-2832, 2017-

72-2970, 2017-75-2973, 2017-76-2974, AND 2017-77-2975
PERTAINING TO THE DEVELOPMENT AND OPERATION OF A
MATERIALS RECYCLING FACILITY / TRANSFER STATION
(MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS
SERVICES AT 2200 ARROW HIGHWAY," was passed, approved,
and adopted, and

ORDINANCE NO. 744
INTRODUCED FOR
FIRST READING

Ordinance No. 744, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE REPEALING ORDINANCE NOS. 718 AND 719
PERTAINING TO THE DEVELOPMENT AND OPERATION OF A
MATERIALS RECYCLING FACILITY / TRANSFER STATION
(MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS
SERVICES AT 2200 ARROW HIGHWAY," was introduced for first
reading, reading by title only and waiving further reading thereof, on
the motion of Mayor Pro Tem Breceda, seconded by
Councilmember Garcia, and unanimously approved.

ITEM NO. 2F
APPROVAL OF THIRD
AMENDMENT TO THE
EXCLUSIVE
FRANCHISE
AGREEMENT FOR
WASTE HAULING
SERVICES BETWEEN
THE CITY OF
IRWINDALE AND
ARAKELIAN
ENTERPRISES, INC.,
DBA ATHENS
SERVICES

APPROVAL OF THIRD AMENDMENT TO THE EXCLUSIVE
FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES
BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN
ENTERPRISES, INC., DBA ATHENS SERVICES

PUBLIC WORKS
SERVICES MANAGER
RODRIGUEZ

Public Works Services Manager Rodriguez presented the report.

COUNCILMEMBER
BURROLA

Responding to several questions by Councilmember Burrola, Gary
Clifford, representing Athens, described the process by which
residential green waste would be taken to the Irwindale MRF, where
green waste and organic materials would be separated. Then, the
organic materials would be transferred to Victorville to be processed
into mulch for use in the community. He also explained the process
for commercial organic waste and how these would be recycled.

ELIZABETH RAMIREZ

Elizabeth Ramirez, also representing Athens, advised that Athens
plans on holding annual compost giveaway events in Irwindale.

MOTION

A motion was made by Mayor Pro Tem Breceda, seconded by Councilmember Garcia, to approve the Third Amendment to the Exclusive Franchise Agreement for Waste Hauling Services between the City of Irwindale and Arakelian Enterprises, Inc., dba Athens Services. The motion was unanimously approved.

ITEM NO. 2G
APPROVAL OF
AMENDMENT NO. 8
TO THE PROJECT
REIMBURSEMENT
AGREEMENT
RELATING TO SOLID
WASTE MATERIALS
RECOVERY FACILITY /
TRANSFER STATION
AGREEMENTS
BETWEEN THE CITY
AND ARAKELIAN
ENTERPRISES, INC.,
DBA ATHENS
SERVICES

APPROVAL OF AMENDMENT NO. 8 TO THE PROJECT
REIMBURSEMENT AGREEMENT (AKA – DEPOSIT
AGREEMENT) RELATING TO SOLID WASTE MATERIALS
RECOVERY FACILITY / TRANSFER STATION AGREEMENTS
BETWEEN THE CITY AND ARAKELIAN ENTERPRISES, INC.,
DBA ATHENS SERVICES

CITY ATTORNEY
GALANTE

City Attorney Galante presented the staff report.

MOTION

A motion was made by Mayor Pro Tem Breceda, seconded by Councilmember Garcia, to approve Amendment No. 8 to the Project Reimbursement Agreement Between the City and Arakelian Enterprises, Inc., dba Athens Services. The motion was unanimously approved.

ITEM NO. 2H
REQUEST TO
APPROVE CONTRACT
AMENDMENT NO. 8
FOR HCG LLC TO
PREPARE A
RECIRCULATED DRAFT
ENVIRONMENTAL
IMPACT REPORT FOR
THE PROPOSED
IRWINDALE
MATERIALS
RECOVERY FACILITY
AND TRANSFER
STATION WITH
APPLICANT
ARAKELIAN
ENTERPRISES, INC.,

REQUEST TO APPROVE CONTRACT AMENDMENT NO. 8 FOR
HARVEY CONSULTING GROUP (HCG) LLC TO PREPARE A
RECIRCULATED DRAFT ENVIRONMENTAL IMPACT REPORT
(DEIR) FOR THE PROPOSED IRWINDALE MATERIALS
RECOVERY FACILITY AND TRANSFER STATION WITH
APPLICANT ARAKELIAN ENTERPRISES, INC., DBA ATHENS
SERVICES

DBA ATHENS
SERVICES

CITY MANAGER TAM City Manager Tam introduced the report.

MANAGER SIMPSON Manager Simpson discussed the staff report.

COUNCILMEMBER
ORTIZ Replying to a question by Councilmember Ortiz, Manager Simpson advised that, once the EIR is certified, the Council would then consider approval of land use entitlements.

MOTION A motion was made by Councilmember Garcia, seconded by Mayor Pro Tem Breda, to approve Contract Amendment No. 8 with Harvey Consulting Group, LLC, for the preparation of a recirculated DEIR for the Irwindale Materials Recovery Facility and Transfer Station on the 17.22-acre site located at 2200 Arrow Highway (APN 8535-001-911) in the amount of \$81,000. The motion was unanimously approved.

RECESS FROM
OPEN SESSION At 7:50 p.m., the City Council took a short recess.

RECONVENE IN
OPEN SESSION At 7:56 p.m., the City Council reconvened in open session with all members present.

PUBLIC HEARINGS

ITEM NO. 3A
CUP NO. 02-2018; A
REQUEST BY JESUS
ARMAS, ARMAS
CONSULTING GROUP,
ON BEHALF OF MGA
ROLL OFF SERVICE,
INC., TO ALLOW FOR
THE OPERATION OF
A ROLL-OFF TRUCK
STORAGE YARD CONDITIONAL USE PERMIT (CUP) NO. 02-2018, A REQUEST BY JESUS ARMAS, ARMAS CONSULTING GROUP, ON BEHALF OF MGA ROLL OFF SERVICE, INC., TO ALLOW FOR THE OPERATION OF A ROLL-OFF TRUCK STORAGE YARD

PLANNING
TECHNICIAN ARREOLA Planning Technician Arreola presented the report.

OPEN
PUBLIC HEARING At 8:04 p.m., Mayor Ambriz opened the public hearing for comments.

COUNCILMEMBER
BURROLA Councilmember Burrola wished to have the record reflect that he has previously been approached by the applicant when the project first came up. He stated that the decision he makes would not affect how he feels.

JESUS ARMAS	Jesus Armas, speaking on behalf of MGA Roll Off, discussed his appeal of the Planning Commission decision and his belief that the project would not create adverse impacts.
CLOSE PUBLIC HEARING	There being no additional speakers, Mayor Ambriz closed the public hearing at 8:12 p.m.
COUNCILMEMBER BURROLA	Councilmember Burrola stated that the property has sat vacant for many years and may be improved by this project. He said that the property frontage could be developed in conformance with the city's design guidelines.
COUNCILMEMBER ORTIZ	Councilmember Ortiz expressed concern over traffic generated with this type of land use, especially in light of its proximity to the city center and commercial uses on the south side of the street.
MAYOR PRO TEM BRECEDA	Mayor Pro Tem Breceda concurred that this business would not be appropriate for the location.
RESOLUTION NO. 2019-73-3157 ADOPTED	Resolution No. 2019-73-3157 , entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE UPHOLDING THE DECISION OF THE PLANNING COMMISSION AND DENYING THE APPEAL RELATING TO CONDITIONAL USE PERMIT NO. 02-2018," was passed, approved, and adopted, on the motion of Mayor Pro Tem Breceda, seconded by Councilmember Ortiz, and unanimously approved.

**CITY MANAGER'S
REPORTS**

ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares provided updates on Recreation and Senior Center programs and activities.
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**AGENDA ITEM
REQUESTS BY
COUNCILMEMBERS**

COUNCILMEMBER BURROLA	Responding to a question by Councilmember Burrola regarding meeting minutes, City Manager Tam advised that no minutes were recommended for approval at tonight's meeting due to the large amount of items that needed Council's consideration tonight.
COUNCILMEMBER ORTIZ	Councilmember Ortiz reported runoff rain water issues at Davis Wire and requested that it be placed on the next agenda for consideration.
CITY ATTORNEY GALANTE	City Attorney Galante cautioned against discussing open code enforcement violations publicly and suggested that the Council instead give direction to staff to follow-up on the concern.

CITY MANAGER TAM City Manager Tam advised that staff is addressing the open code enforcement violation. Additionally, Building and Safety staff are assisting.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:24 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

December 2019

December 1 - 31, 2019



Reference Number	Vendor Name	Date	Amount
ACH	EDD	12/11/2019	19,990.52
ACH	Federal Tax	12/11/2019	57,658.41
ACH	EDD	12/23/2019	18,234.51
ACH	Federal Tax	12/23/2019	53,146.12
ACH	ICMA	12/5/2019	210.39
ACH	PARS-PT	12/5/2019	899.53
ACH	PARS-FT	12/5/2019	17,896.07
ACH	ICMA	12/19/2019	219.39
ACH	PARS-PT	12/19/2019	1,137.66
ACH	PARS-FT	12/19/2019	22,719.17
ACH	PARS-Public Agency Retirement Services	12/4/2019	5,120.00
ACH	Nationwide-457 Plan & Trust	12/5/2019	11,568.74
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	12/5/2019	2,417.00
ACH	Nationwide-457 Plan & Trust	12/19/2019	12,101.60
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	12/19/2019	2,417.00
ACH	CalPERS-Medical	12/2/2019	207,324.91
ACH	CalPERS	12/9/2019	885.80
ACH	CalPERS	12/11/2019	74,227.79
ACH	CalPERS	12/19/2019	65.85
ACH	CalPERS	12/20/2019	73,700.50
514	CJPIA Excess Pool Reim	12/18/2019	152.00
	Report Total:		<u>582,092.96</u>

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
70263	Ayala01	Leonor Ayala	12/12/2019	537.50
70264	AZUSALW	Azusa Light & Water	12/12/2019	826.59
70265	BANKOF03	Bank of The West	12/12/2019	17,140.77
70266	CALIFO02	California American Water	12/12/2019	649.42
70267	CARD01	Laura Cardona	12/12/2019	7.50
70268	CASTIL06	John Castillo	12/12/2019	322.00
70269	CHARTE01	Charter Communications	12/12/2019	59.99
70270	CHIRINO	Gina Chirino	12/12/2019	285.00
70271	CHRISN01	Chris Nelson & Associates, Inc.	12/12/2019	3,015.00
70272	COSTCO02	Costco Wholesale	12/12/2019	459.68
70274	Dupleasi	Adam Dupleasis	12/12/2019	10.00
70275	FEDEX	FedEx	12/12/2019	7.08
70276	FLOR02	Gloria Flores	12/12/2019	5.00
70277	FRAER01	Laura Fraer Snyder	12/12/2019	1,746.91
70278	FRONT01	Frontier Communications	12/12/2019	226.78
70279	SOUTHE17	Golden State Water Company	12/12/2019	183.62
70280	HOMEDE	Home Depot Credit Services	12/12/2019	1,276.86
70281	HOYO01	Victor Hoyos	12/12/2019	300.00
70282	IRWIND14	Irwindale Industrial Clinic	12/12/2019	70.00
70283	JIVE01	Jive Communications, Inc.	12/12/2019	168.89
70284	LAZ01	Emma Lazcano	12/12/2019	6.00
70285	LIEBERT	Liebert Cassidy Whitmore	12/12/2019	2,356.00
70286	LOPE01	Priscilla Lopez	12/12/2019	6.00
70287	MIRAND25	Blanche V. Miranda	12/12/2019	600.00
70288	NATION23	National Union Fire Insurance	12/12/2019	565.53
70289	OPTUM01	OptumRx, Inc.	12/12/2019	36,104.59
70291	SMART&	Smart & Final	12/12/2019	662.58
70292	SCE02	Southern California Edison	12/12/2019	15,107.47
70293	TAPIAE02	Esther Tapia	12/12/2019	5.00
70294	TYLER01	Jeff Tyler	12/12/2019	264.59
70295	VALLEY01	Valley County Water District	12/12/2019	9,478.12
70296	verizonw	Verizon Wireless	12/12/2019	618.68
70297	WAGONER	Pamela Wagoner	12/12/2019	270.00
70298	WELLS01	Wells Fargo Vendor Fin Serv	12/12/2019	29.46
70299	DESIGN04	Design Concepts Consulting, Inc.	12/16/2019	44,120.00
70300	PIMENT01	Luis Pimentel	12/16/2019	995.00
70301	GARCIA13	Benjamin Garcia	12/16/2019	1,339.31
70302	PETTYC05	City of Irwindale Petty Cash	12/16/2019	483.90
70303	ALESHIRE	Aleshire & Wynder, LLP	12/18/2019	19,811.10

Report Total (39 checks):

160,121.92

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
70305	ADVANT	Advantage Ford	12/24/2019	49.95
70306	AECOM01	AECOM Technical Services Inc.	12/24/2019	262.27
70307	ALLISO01	Allison Mechanical, Inc	12/24/2019	2,038.00
70308	AMAZON	Amazon	12/24/2019	747.81
70309	ARTIC01	Artic Glacier U.S.A, Inc.	12/24/2019	3,367.13
70310	BAXTER01	Badge Frame, Inc	12/24/2019	49.34
70311	BAKER01	Baker & Taylor Books	12/24/2019	280.68
70312	BALLOO	Balloons 'N' More	12/24/2019	15.00
70313	BARNEY	Barney's Locksmith Service	12/24/2019	350.58
70314	BEA01	Beador Construction Company, Inc.	12/24/2019	162,801.33
70315	BILLST	Bill's Truck Repair, Inc.	12/24/2019	459.84
70316	CALIBE01	Caliber Commercial Pool Servic	12/24/2019	1,425.00
70317	CALIFO25	California Library Association	12/24/2019	165.00
70318	CINTAS	Cintas Corporation #693	12/24/2019	214.60
70319	CODUTO	Donald P. Coduto	12/24/2019	9,607.50
70320	CWA01	CWA AIA, Inc	12/24/2019	9,326.25
70321	CYPH01	Cypherworx, Inc	12/24/2019	1,500.00
70322	DURATE01	DuraTech USA, Inc.	12/24/2019	4,646.44
70323	ECORP01	ECORP Consulting, Inc.	12/24/2019	9,980.00
70324	ELITEE	Elite Elevator, Inc.	12/24/2019	350.00
70325	FEDEX	FedEx	12/24/2019	29.11
70326	FILLG01	Fill Good Landscaping	12/24/2019	500.00
70327	FOOTH01	Foothill Communications, LLC	12/24/2019	1,713.30
70328	HDSUP01	HD Supply Construction Supply, LTD	12/24/2019	331.36
70329	HIGH04	Highland Products Group, LLC	12/24/2019	6,875.28
70330	HINDER	Hinderliter, De Llamas & Assoc	12/24/2019	3,887.72
70331	IMD01	IMD Enterprises, LLC	12/24/2019	3,335.00
70332	INLAND02	Inland Engineering Services	12/24/2019	1,840.00
70333	INTELL01	Intelli-tech, Inc.	12/24/2019	690.43
70334	INTERS02	Interstate Batteries	12/24/2019	219.47
70335	IRWIND21	Irwindale Hand Wash & Auto Detail	12/24/2019	303.83
70336	MCMILLAN	Kent McMillian	12/24/2019	2,700.00
70337	KOSMON	Kosmont Companies	12/24/2019	237.90
70338	LEWISE	Lewis Engraving, Inc.	12/24/2019	31.97
70339	LEXISN	LexisNexis Risk Solutions	12/24/2019	151.50
70340	LOSANG09	Los Angeles County	12/24/2019	7,077.48
70341	LOSANG35	Los Angeles County Police Chief's Associa	12/24/2019	500.00
70342	MAINT01	Maintex	12/24/2019	1,377.78
70343	OFFICE03	Office Depot	12/24/2019	1,009.42
70344	ORKINP	Orkin Pest Control	12/24/2019	230.00
70345	PHASEII	PARS	12/24/2019	1,750.00
70346	PROPRINT	Pro Printing, Inc.	12/24/2019	55.85
70347	RETT01	Rett's Automotive	12/24/2019	82.04
70348	RICOH01	Ricoh USA, Inc	12/24/2019	1,017.46
70349	ROSENO	Rosenow Spevacek Group Inc	12/24/2019	3,803.75
70350	SANGAB11	San Gabriel Valley Newspaper	12/24/2019	8,470.00
70351	SIERR01	Sierra Alloys	12/24/2019	102.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
70352	SOCAL03	SoCal SealCoat Solutions, LLC	12/24/2019	319.80
70353	SOUTH09	Southern Computer Warehouse Inc,	12/24/2019	408.97
70354	NORTHR	The Northridge Group, Inc.	12/24/2019	4,540.43
70355	V&V01	V & V Manufacturing, Inc.	12/24/2019	126.11
70356	WORLDB	World Book Inc	12/24/2019	1,093.91
Report Total (52 checks):				262,448.59

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 12/18/2019 2:53 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
70260	NIETO01	Laura Nieto	12/05/2019	104.75

Report Total (1 checks):

104.75

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2020
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Second Reading of Ordinance No. 744

City Manager's Recommendation:

Adopt on second reading Ordinance No. 744 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 718 AND 719 PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY/TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY" reading by title only and waiving further reading thereof.

Background and Analysis:

At its meeting of December 11, 2019, the City Council introduced the above ordinance for first reading. It would be in order to adopt the ordinance on second reading.

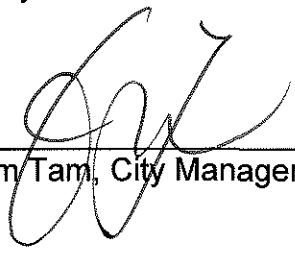
Fiscal Impact:

Review:

Fiscal Impact:  (Initial of CFO) None

Legal Impact:  (Initial of Legal Counsel) None

Prepared By / Contact: Laura Nieto, Chief Deputy City Clerk
Phone: (626) 430-2202



William Tam, City Manager

ORDINANCE NO. 744

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 718 AND 719 PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY/TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY

WHEREAS, in 2017, the City Council and the Irwindale Successor Agency approved resolutions and ordinances pertaining to agreements, a general plan amendment, a zoning code amendment, a conditional use permit and site plan and design review in connection with the sale of the real property located at 2200 Arrow Highway to Athens Services and the development and operation of a materials recycling facility/transfer station (MRF/TS) by Arakelian Enterprises, Inc., a California corporation, doing business as Athens Services (the Project); and

WHEREAS, in connection with those actions, the City Council and the Successor Agency certified a Final Environmental Impact Report (FEIR), made findings of fact, and adopted a mitigation monitoring and reporting program and a statement of overriding considerations; and

WHEREAS, two lawsuits were filed challenging the resolutions and ordinances approving the Project on the basis of, among other things, alleged inadequacies in the FEIR, Waste Management Collection and Recycling, Inc. v. City of Irwindale, et al., Los Angeles Superior Court Case No. BS163450, and City of Baldwin Park v. City of Irwindale, et al., Los Angeles Superior Court Case No. 163400; and

WHEREAS, on September 5, 2019, the Superior Court issued its rulings in these cases, and on October 17, 2019, the Court entered judgments granting in part and denying in part the petitions for writ of mandate; and

WHEREAS, on or about October 25, 2019, the City was served with the writs of mandate, issued by the clerk of the Court pursuant to the above-referenced judgments, commanding the City and the Irwindale Successor Agency to set aside and vacate resolutions and ordinances approving agreements, a general plan amendment, a zoning code amendment, a conditional use permit and site plan and design review in connection with the Project; and

WHEREAS, the judgments and writs of mandate allow the City to certify a revised FEIR and re-approve the Project at a later date.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES
HEREBY ORDAIN AS FOLLOWS:**

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Ordinance No. 718, entitled, "An Ordinance of the City Council of the City of Irwindale Amending Section 8.20.370 of the Irwindale Municipal Code Regarding Solid Waste Franchises, Amending Chapters 17.56 and 17.58 of the City of Irwindale Municipal Code Regarding Material Recovery Facilities in the M-2 (Heavy Manufacturing) Zone and Adding Section 17.56.025 Regarding Distance Requirements for Alcohol Beverage Establishments" is hereby set aside, vacated, and of no further force or effect.

Section 3. Ordinance No. 719, entitled, "An Ordinance of the City Council of the City of Irwindale Approving Development Agreement No. 02-2016 with Athens Services to Allow the Construction and Operation of a Materials Recovery Facility and Transfer Station, Convenience Store and Fueling Station on Property Located at 2200 Arrow Highway (APN 8535-001-911), and Making Findings in Support Thereof" is hereby set aside, vacated, and of no further force or effect.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

Section 5. Certification and Effective Date. The City Clerk shall certify to the passage and adoption of this ordinance; and forthwith prepare a certified copy of this ordinance to be submitted to the Court in compliance with the writs of mandate.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 8th day of January, 2020.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 744 was duly introduced for first reading at a regular meeting held on December 11, 2019, and duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 8th day of January, 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2020
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Award of Contract to Maverick Networks for the Unified Communications & VoIP Phone System Installation

City Manager's Recommendation:

That the City Council:

1. Adopt Resolution No. 2020-02-3163 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING A CONTRACT TO MAVERICK NETWORKS FOR THE PURCHASE AND EQUIPMENT INSTALLATION OF THE UNIFIED COMMUNICATIONS VoIP SYSTEM AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER", reading by title only and waiving further reading thereof.
2. Authorize the City Manager to enter into an agreement with Maverick Networks in the amount of \$85,723.20 for the installation of the Unified Communication & VoIP System; subject to approval as to form by the City Attorney.
3. Approve a 20% contingency in the amount of \$17,144.64 to cover any unforeseeable conditions that may arise during installation.

Background and Analysis:

The City of Irwindale currently utilizes an Avaya Merlin Legend telephone and voicemail system. The central equipment and telephone handsets are over 21 years old and are no longer supported by the manufacture as of April of 2014, making locating replacement parts exceedingly difficult. Without ongoing support and the ability to find replacement parts, this leaves the City without a functioning telephone system in the event of a system failure. Hardware and software that are no longer supported becomes a potential risk to the organization both in terms of operational reliability and in terms of system security. Additionally, the current system has reached maximum line capacity thereby prohibiting IT staff from adding any additional telephones as new positions are added to the organization. Replacing the phone system will allow the organization to take advantage of infrastructure upgrades and advances in technology. Voice over Internet Protocol (VoIP) systems allow for better flexibility and lower overall costs including maintenance support and wiring costs. This type of system is upgradeable and expandable as we grow.

For these reasons, on May 9, 2018, City Council authorized City staff, via Resolution No. 2018-35-3029, to solicit proposals for replacing the aging and outdated telephone system.

Shortly thereafter, City staff initiated a Request for Proposal (RFP) to select a vendor for the purchase and implementation of the new phone system. On May 24, 2018, a mandatory pre-proposal meeting was held and many vendors requested to bid on part of the job and/or sub out different components of the job. Analysis by staff determined that soliciting separate bids for this job in two phases would result in a more qualified proposal/contractor, as well as a cost savings to the City in avoiding sub-contracted work. Phase 1 would entail replacing inadequate telephone cables and installing cables at locations that do not have a network connection and Phase 2 includes the purchase of a core telephone system and installation. An RFP for Network/Communications Cabling was released January 2019, awarded April 2019, and the work was completed in July 2019.

Shortly after completion of Phase 1, City staff initiated a Request for Proposal (RFP) to select a vendor for the purchase and implementation of the new phone system. Thirteen (13) responses were received ranging both in scope and price. To evaluate the submitted proposals, a selection committee comprised of staff from the Police Department, Administration/IT, and the Library was created. Committee staff reviewed and rated the proposals based on several criteria: Qualifications, References & Contracts, Project Understanding, Proposal Thoroughness/Quality, and Cost. Staff interviewed the top performers, scoring 80% or higher, to provide an in-person presentation/demonstration of the system they proposed. Upon final review, the committee unanimously decided Maverick Networks was the lowest responsive bidder; not only the most cost effective solution, but also the most complete system, satisfying all requirements detailed in the City's RFP.

Interview / Presentation Ranking

Proposer	Project Total	Year 2 Support	Ranking
Maverick Networks Inc.	85,723.20	5,200.00	1 st
Frontier	100,608.48	5,939.51	2 nd
Global CTI	121,935.16	6,887.00	3 rd
DTC	89,999.08	9,775.00	4 th
Integration Partners	95,023.08	10,698.96	5 th
Intelesys	97,414.30	7,820.00	6 th
Resilient Communications	108,873.26	8,900.00	7 th

Fiscal Impact:

Sufficient Funds were budgeted in the FY2017-18 budget and have been carried forward, with a project total not-to-exceed value of \$102,867.84. This includes a 20% contingency fee of \$17,144.64. This project is being charged 75% to the General Fund and 25% to the Mining Impact Fund.

Review:


Fiscal Impact:  (Initial of CFO)

Legal Impact: (electronically approved by Fred Galante) (Initial of Legal Counsel)

None

Prepared By/Contact: Jeffrey Wagner, IT Manager
Phone: (626) 430-2258

Reviewed By: Theresa Olivares, Assistant City Manager
Phone: (626) 430-2294



William K. Tam, City Manager

Attachment(s):

1. Resolution No. 2020-02-3163
2. Contract Service Agreement

RESOLUTION NO. 2020-02-3163

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, CALIFORNIA AWARDDING A CONTRACT TO MAVERICK
NETWORKS FOR THE PURCHASE AND EQUIPMENT INSTALLATION
OF THE UNIFIED COMMUNICATIONS VoIP SYSTEM AND
AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER**

WHEREAS, the City's existing telephone system is approximately twenty-one (21) years old; and

WHEREAS, due to the age of the existing equipment, the manufacturer no longer supports the system making locating replacement parts exceedingly difficult; and

WHEREAS, on May 9, 2018, the City Council adopted Resolution No. 2018-35-3029, authorizing the issuance of a Request for Proposals for the unified communications, VoIP system and installation of equipment; and

WHEREAS, a formal bidding process was conducted in accordance with Irwindale Municipal Code Section 3.44.090 with Maverick Networks, submitting the lowest and most responsive bid; and

WHEREAS, the City Council desires to approve the agreement with Maverick Networks in the amount of \$85,723.20, including a 20% contingency in the amount of \$17,144.64, for a not to exceed amount of \$102,867.84.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines, and orders as follows:

1. That the Council awards a contract to Maverick Networks for the purchase and installation of the new telephone and voicemail system; subject to approval as to form by the City Attorney.
2. That the City Council authorizes the issuance of a purchase order.
3. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 8th day of January 2020.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2020-02-3163 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 8th day of January 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR THE PURCHASE AND
EQUIPMENT INSTALLATION OF THE UNIFIED COMMUNICATIONS
VoIP SYSTEM

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2019, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and Maverick Networks (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Eight Five Thousand Seven Hundred Twenty Three Dollars and Twenty Cents (\$85,723.20) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts.

Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to twenty percent (20%) of the Contract Sum or \$20,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is

justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Aaron J Lee, CEO and President of Sales, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. William Tam, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required

herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and

volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial,

administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

1. Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

2. Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

3. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract

Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit

“C”. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the

parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

William K. Tam, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

Maverick Networks

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 7060 Koll Center Pkwy #306
Pleasanton, CA 94566

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2019 before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Overview

Consultant will install and provide fully-integrated citywide phone and voicemail system. The new system will include a Unified Communication platform, integrating voice, messaging, mobility, presence, conferencing, collaboration and applications. All telephones will be replaced with IP Power Over Ethernet (POE) phones that support both basic and advanced telephony features. Employee should be able to log in anywhere on or off the City's network (via smart phone or computer) and automatically receive calls without administrative intervention.

II. Consultant will perform the following services:

- A. Install a Mitel MiVoice Business telephone system, having the components described in Consultant's pricing sheet attached as Exhibit "C."
- B. Install a failover/backup system that will work in tandem with the main system to process calls uninterrupted.
- C. Install Mitel Business Reporter to track and document all calls made and received.
- D. Port and configure all current devices over to the new solution including phone numbers, names, voicemail box setup, with assistance for PC and mobile software installation.
- E. Replaced and configure all existing Lucent telephones with new Mitel IP Power Over Ethernet (POE) phones.

Location	No. of Phones/Lines
City Hall	22 + 3 conference phones
Police	31
Recreation	9
Pool	3
Library	7
Planning	9 + 1 conference phone
Senior Center	12
Public Works (Engineering)	16
Public Works (Yard)	7
Public Works (Services)	6 + 1 conference phone

- F. Provide comprehensive training for all employees on use of telephone handsets as well as functions and features associated with the unified messaging MiCollab Client software.

- G. Provide training for up to three (3) employees in the administration, maintenance, programming and daily operation of reporting functions.
- H. Decommission and removal of old Merlin Legend PBX equipment and Voicemail Server
- I. Coordinate all activities with City IT Manager and assigned City staff.

Additional Requirements:

- 1. Detailed specifications, diagrams, configuration and/or documentation for all equipment furnished.
- 2. Provide hardcopies of any training material

III. Consultant will provide on-going System maintenance and support after implementation which will include:

- A. Provide hardware replacement on all covered components
- B. Labor Included on all covered hardware replacement
- C. Priority service
- D. Coverage 8x5 Monday – Friday
- E. 4 hour onsite resolution on major incidents
- F. Provide response time on major incidents
- G. Provide response time for minor incidents
- H. Back- up Core Programming, and Proactively Back- ups Daily
- I. Upgrade Core Firmware and Dot Release Software Annually, including software support with Upgrades Annually
- J. Unlimited remote telephone support

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- Aaron Lee – Founder, CEO, and President of Sales
- Todd Barnes – Solutions Architect
- Bob Johnston – VP of Ops and Project Management
- Tyler Curcio – Director of Service Operations
- Stephen Relaford – Lead Engineer
- Harrison Beall – Systems Engineer
- Lisette Hammond – Project Coordinator
- Susan Stickrod – Cloud Project Coordinator

EXHIBIT "B"

SPECIAL REQUIREMENTS

Consultant represents and warrants that it has inspected or inquired into the City's current infrastructure, equipment, computer system and software and that the phone and voicemail system provided by Consultant under this Agreement is compatible and shall be fully functional with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as material consideration in entering into this Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

End User Line Item Pricing Report - Mitel Sourcewell (formerly NJPA) contract #022719-MBS							
This quote is based on the Mitel Sourcewell (formerly NJPA) contract #022719-MBS and Purchase Orders resulting from this quote may be written to an authorized Mitel Sourcewell (formerly NJPA) Selling Agent or Mitel Business Systems, Inc. directly per the ordering instructions below.							
Membership and contract information is available at www.sourcewell-mn.gov							
This quote is good for 90 days from date on file and must be renewed thereafter.							
City of Irwindale California							
Core Platform - City Hall & Police Department							
Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Accessories							
50006921	6900/6800 Wall Mount Kit (10 Pack)	2	250.00	500.00	40.00	150.00	300.00
Applications							
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	40.00	1,800.00	1,800.00
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC) 3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
Boards							
50003560	DUAL T1/E1 TRUNK MMC	1	1,500.00	1,500.00	40.00	900.00	900.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	40.00	15.00	15.00
IP Phones							
50006767	6920 IP Phone	120	295.00	35,400.00	40.00	177.00	21,240.00
50006769	6930 IP Phone	1	410.00	410.00	40.00	246.00	246.00
50006770	6940 IP Phone	1	550.00	550.00	40.00	330.00	330.00
50008271	6970 IP Conference Phone	5	825.00	4,125.00	40.00	495.00	2,475.00
Licences System							
54004571	Mitel Border Gateway base Software for Ind	1	250.00	250.00	40.00	150.00	150.00
54005441	MiCollab Base Software	1	995.00	995.00	40.00	597.00	597.00
Licences							
54000297	MCD Mailbox license	1	51.00	51.00	40.00	30.60	30.60
54001627	NPUM Record A Call	1	0.00	0.00	0.00	0.00	0.00
54004222	MiCollab NPUM Advanced User x1	30	60.00	1,800.00	40.00	36.00	1,080.00
54005380	MiCClient License - Peering Adv Server	1	0.00	0.00	0.00	0.00	0.00
54005381	MiCClient License - Federation Adv Server	1	0.00	0.00	0.00	0.00	0.00
54005610	MiCollab NPUM MiVBus Mailbox Licenses x1	3	350.00	1,050.00	40.00	210.00	630.00
54006540	UCCv4.0 Entry User for MiVoice Bus x50	2	9,350.00	18,700.00	40.00	5,610.00	11,220.00
54006542	UCCv4.0 STND User for MiVoice Bus x1	21	325.00	6,825.00	40.00	195.00	4,095.00
Software Assurance							
54009186	SWA Std 1y MiCollab System	1	100.00	100.00	40.00	60.00	60.00
54009189	SWA Std 1y MiCollab UM Mailbox	30	3.50	105.00	40.00	2.10	63.00
54009208	SWA Std 1y UCC Entry MiVB	100	12.00	1,200.00	40.00	7.20	720.00
54009209	SWA Std 1y UCC Std MiVB	21	22.00	462.00	40.00	13.20	277.20
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	40.00	75.00	75.00
54009229	SWA Std 1y MiV BG System	1	25.00	25.00	40.00	15.00	15.00
System							
50006268	3300 MXe III Controller SATA SSD	1	265.00	265.00	0.00	265.00	265.00
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,900.00	3,900.00	40.00	2,340.00	2,340.00
Total				81,363.00	39.87		48,923.80

Redundant Gateway - Senior Center							
Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Boards							
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	40.00	15.00	15.00
Licences							
54000297	MCD Mailbox license	5	51.00	255.00	40.00	30.60	153.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	40.00	75.00	75.00
System							
50006266	3300 CX(I) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
52002544	3300 CX Media Gateway	1	4,910.00	4,910.00	40.00	2,946.00	2,946.00
	1 x 50005160 T1/E1 Combo MMC II						
	1 x 50005751 DSP II MMC						
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54004963 MiVoice Business -Enterprise Gateway S/W						
	1 x 50006729 3300 CX II w/ 1GB RAM Controller						
Total				5,495.00	38.69		3,369.00
Business Reporter							
Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Licences							
54006798	MiVoice Business Reporter Starter Pack	1	3,400.00	3,400.00	40.00	2,040.00	2,040.00
54006799	MiVoice Business Reporter Extension x50	2	300.00	600.00	40.00	180.00	360.00
54006807	MiVoice Business Reporter Virtual Server	1	2,800.00	2,800.00	40.00	1,680.00	1,680.00
Software Assurance							
54006933	CC Standard Software Assurance	816	1.00	816.00	40.00	0.60	489.60
Total				7,616.00	40.00		4,569.60
Miscellaneous Equipment							
Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Miscellaneous Equipment							
Server	HP-DL360 for MiCollab Applications	1	4,500.00	4,500.00		4,500.00	4,500.00
E-10-IP	Viking VoIP Speaker Phone w/ Call Button	1	572.00	572.00		512.00	512.00
VE-5X5	Viking External Enclosure for E-10-IP	1	118.00	118.00		104.00	104.00
PA-IP	Viking SIP/Multicast Paging Adapter & Amp	4	538.00	2,152.00		480.00	1,920.00
SR-IP	Viking SIP Loud Ringer and Strobe	1	506.00	506.00		452.00	452.00
Total				7,848.00	4.59		7,488.00
Project Management Installation and Training for VoIP Solution							
Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Project Management Installation and Training							
	Project Management	40	125.00	5,000.00		125.00	5,000.00
	Installation	120	125.00	15,000.00		125.00	15,000.00
	Cutover Coverage	24	125.00	3,000.00		125.00	3,000.00
	End User Training	16	125.00	2,000.00		125.00	2,000.00
	Administrator Training	16	125.00	2,000.00		125.00	2,000.00
Total				27,000.00	0.00		27,000.00
Tax - Irwindale, CA 9.5% Tax Rate							2,872.80
Public Sector Competitive Discount							-8,500.00
Grand Total							
Grand Total Price to City of Irwindale for Turnkey Installation				129,322.00	33.71		85,723.20

- I. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**
- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub -budget to another so long as the Contract Sum is not exceeded per Section 2. 1, unless Additional Services are approved per Section 2.3.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- IV. The total compensation for the Services shall not exceed \$85,723.20, as provided in Section 2.1 of this Agreement.**
- V. Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant to provide City with the schedule of performance upon conclusion of the project kickoff meeting.**
- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2020
 To: Honorable Mayor and Members of the City Council
 From: William Tam, City Manager
 Issue: Approval of Right of Way Use Agreement with MCImetro Access Transmission Service Corporation

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into a Right of Way Use Agreement with MCImetro Access Transmission Service Corporation for the installation of fiber optic facilities in the public right-of-way.

Background and Analysis:

MCImetro Access Transmission Services Corp. is the voice and data transport division of Verizon Communications. They are planning a fiber optic installation project within the public right-of-way in the City of Irwindale and have applied for an encroachment permit accordingly.

Prior to the issuance of the permit, a Right of Way Use Agreement between the City and MCImetro is required, authorizing them to install fiber optic cables within the city's public right-of-way. This agreement requires that only approved fiber optic equipment for telecommunication services will be installed and that MCImetro will be responsible for and maintain such equipment within the public right-of-way.

The City Attorney's office has reviewed and approved the right of way use agreement attached.

Fiscal Impact:

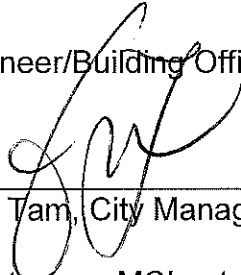
This agreement will result in some General Fund revenue from encroachment permit related fees, but will have no other significant fiscal impact to the city.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: Electronically Approved by City Attorney (Initial of Legal Counsel)

Prepared By: Luis Pimentel, Engineering Technician
Phone: (626) 430-2259
Reviewed By/Contact: Arsanious Hanna, City Engineer/Building Official



William Tam, City Manager

Attachment(s): Right of Way Use Agreement between MCImetro Transmission Services Corp. and the City of Irwindale.

RIGHT-OF-WAY USE AGREEMENT

THIS RIGHT-OF-WAY USE AGREEMENT ("Agreement") is entered into as of the Commencement Date (as such term is defined below) by and between the **City of Irwindale**, a California Municipal Corporation ("City") and **MCImetro Access Transmission Service Corporation**, a Delaware corporation, d/b/a Verizon Access Transmission Services ("Company"). For the purposes of this Agreement, City and Company may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

A. Company wishes to install certain communication lines and cables in, on or over portions of the rights-of-way of the City located within the City of Irwindale, as more particularly shown in Exhibit A attached and incorporated by this reference (the "Project").

B. The Project will require the occupation of the public rights-of-way and will be completed pursuant to Company's Certificate of Public Convenience and Necessity ("CPCN") issued by the California Public Utilities Commission ("CPUC"), OIR Decision 95-12-057 issued on December 20, 1995.

C. The City and Company now enter into the present Agreement to install and maintain the Project to provide underground and aerial fiber optic, conduit, cable and communication line services, which terms shall govern the initial Project as well as Company's subsequent occupation and use of the rights-of-way in the City, excepting any antenna or verticality installations subject to the City's Wireless Telecommunications Ordinance.

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this agreement, the parties agree as follows:

1. Scope of Project and Use.

D. City gives permission to Company to encroach over, under and along the public rights-of-way of the City for the purpose of the construction of certain communication lines and cables in certain public rights-of-way, which initial Project is more specifically described on the map attached as Exhibit A. Upon the City's written approval, the Project that is described in Exhibit A may be amended and/or augmented by Company pursuant to the terms of Company's CPCN, and Company shall apply for the appropriate encroachment permit with the City in each case. In addition, Company agrees that any antenna or verticality installations subject to the City's Wireless Telecommunications Ordinance will be separately processed through the City's regulations for wireless facility installations in the public right-of-way. All work will be constructed and maintained at the sole cost and expense of Company.

Company represents that its CPCN authorizes construction activities in relation to the Project and that the Project will be used solely for the purposes authorized in its CPCN as a "Telephone Corporation" within the meaning of its CPCN and the California Public Utilities Code, and other purposes associated with providing telecommunications services as permitted by applicable law. If Company uses the Project for purposes other than the services that are sanctioned by the CPCN or permitted by applicable law, such as provision of cable service as

such term is defined in 47 U.S.C § 522, the City reserves the right to charge Company full, fair and reasonable compensation for the use of the City's rights-of-way and to impose other lawful requirements. In no event will Company offer cable service or any other service requiring a franchise.

By entering into this Agreement, neither the City nor Company waive any rights reserved to either pursuant to Public Utilities Code Sections 7901 and 7901.1, or otherwise. In addition, neither party waives any rights reserved under the Telecommunications Act of 1996 including, but not limited to, those rights set forth in Section 253 of the Act.

2. Term and Termination.

The term of this Agreement (the "Initial Term") is ten (10) years, commencing on the date both Company and City have executed this Agreement ("Commencement Date"). This Agreement may be renewed for additional terms (each a "Renewal Term") of five (5) years each, in perpetuity, so long as Company is occupying the rights-of-way in full compliance with the terms of its CPCN, this Agreement, applicable law, and in full compliance with lawfully adopted ordinances of the City.

3. Permit Fees.

Company will pay any and all published permit, inspection, and related cost-recovery fees of the City consistent with Cal. Gov't Code § 50030.

4. Assignment/Subletting.

This Agreement may not be assigned by Company without the express written consent of City, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Company to a parent, subsidiary, or other affiliate of Company, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of Company's stock or assets (collectively "Exempted Transfers") will be deemed an assignment for the purposes of this Agreement and will require the City's consent. Moreover, with respect to any requested assignment, Company must reasonably demonstrate to the City compliance with the following criteria: (i) the proposed transferee will have a financial strength after the proposed transfer at least equal to that of Company immediately prior to the transfer; (ii) the proposed transferee assumes all of Company's obligations under this Agreement; and (iii) the experience and technical qualifications of the proposed transferee in providing telecommunications or similar services evidences the ability to operate the telecommunications network described in Exhibit A.

5. Notices.

All notices must be in writing and are effective only when deposited in the U.S. Mail, certified and postage prepaid, or when sent via overnight delivery as follows:

If to Company:

MCImetro Access Transmission Services Corp.
600 Hidden Ridge, HQE02E102
Irving, TX 75038
Attn: Franchise Manager

If to City:

City of Irwindale
5050 N. Irwindale Ave
Irwindale CA, 91706
Attn: City Engineer

With a copy to:

Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine CA 92612
Attn: Fred Galante

6. Improvements.

All work and entry upon, over, under or along the public rights-of-way must be done under the supervision of Company and its contractors in a good and skillful manner and must comply with all standards imposed by the City from time to time. Any improvements installed within the City by Company must be covered in anti-graffiti surfaces, must be specifically identified on Exhibit A and shall be of a design approved by City staff. Should any of Company facilities be painted with graffiti, Company shall have five days from its receipt of notification of the graffiti by the City to remove the graffiti. Should such graffiti not be removed within said five days, the City may cause the graffiti to be removed and shall submit an itemized statement of the costs to Company. Upon receipt of a demand for payment by City, Company must reimburse City for those costs within thirty days of receipt of the invoice.

Any and all damage to other facilities or the rights-of-way resulting from the activities of Company must be promptly repaired by Company, at its sole cost and expense, to return such facilities or rights-of-way to a safe and satisfactory condition as directed by, and to the satisfaction of, the City Engineer. If Company does not make such repairs, City has the option, upon thirty (30) days' prior written notice to Company, to perform or cause to be performed all reasonable and necessary work on behalf of Company. City may charge Company for the costs incurred by City. Upon receipt of a demand for payment by City, Company must promptly reimburse City for those costs.

Any excavation on the public rights-of-way by Company must be monitored by Company for any lateral movement or other forms of trench failure.

In addition, Company must notify all owners of real property located within five-hundred (500) feet of any installation and maintenance work performed by Company at least seven (7)

business days prior to the commencement of such work. In order to accomplish this, the City and Company will agree to use an appropriate hand delivered notification, which shall include contact information for a Company representative for any questions that may arise, consistent with utility installation and construction practices.

7. Compliance with Laws.

A. Company agrees that all of its installations shall at all times remain in compliance with all local, state, and federal laws regarding public safety as well as all applicable City requirements.

B. City and Company agree that, pursuant to federal statutes, including 47 U.S.C. § 253, and to the extent that Company is authorized by the CPUC, City will not prohibit Company from providing interstate and intrastate expanded telecommunications services, but may manage the public rights-of-way and impose neutral and non-discriminatory requirements to the degree permitted under state and federal law; and as necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers, and may, to the extent permitted by applicable state law, (including California Public Utilities Code § 7901), require fair and reasonable, neutral and non-discriminatory compensation from Company for use of equipment affixed to the public rights-of-way, if any, on a non-discriminatory basis. Nothing in this Agreement shall constitute a waiver by Company or City of any state or federal regulation governing the provisioning of telecommunications services.

8. Interference.

8.1 Interference Generally. Company will resolve technical interference problems with other equipment located at or near the Project on the Commencement Date, as well as any interference problems arising from any equipment that becomes attached to the Project at any future date if the City approves the addition of equipment to the Project.

Moreover, in the performance and exercise of its rights and obligations under this Agreement, Company must not interfere in any manner with the existence and operation of any public or private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliners, cable television and telecommunications facilities, utilities, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as authorized by applicable laws or this Agreement.

8.2 Ground-Mounted Equipment. Company does not currently intend to install any ground-mounted facilities or equipment cabinets. Nonetheless, Company understands that any installation of ground-mounted facilities and equipment cabinets shall be subject to the planning and design review imposed by the City on all other users of the public rights-of-way. Company agrees to comply with the City's current ordinances regarding such installations as well as any future regulations that may be adopted by the City respecting such installation that are consistent with the City's rights under Section 7901.1 of the California Public Utility Code and other applicable laws that are applied in a non-discriminatory fashion to other telecommunications

companies regulated and issued a CPCN by the CPUC.

9. Utilities and Maintenance.

9.1 Utilities

Company shall pay for all utilities used (and connections to utilities) in connection with the installation, operation and maintenance of the Project. Company agrees to take utility access from the nearest possible connection, to minimize damage to the public rights-of-way. Throughout the life of this Agreement, Company agrees to maintain the facilities that it installs in good operational condition.

9.2 Maintenance

In the performance and exercise of its rights and obligations under this Agreement, Company, at its sole cost and expense, shall maintain any real property utilized by Company to access the Project's facilities in a safe and satisfactory condition as directed by, and to the satisfaction of, the City, including but not limited to removal of any debris generated by Company and replacement of any plants damaged or destroyed by Company. In the event that any of Company's facilities cause damage to the City's rights-of-way or interfere with the performance of any of the City's public duties or other uses of the rights-of-way, Company agrees, upon notice from the City, to promptly commence and complete all necessary repairs to cure any such damage caused by such facilities, at Company's sole cost and expense. If Company fails to repair the damage after receiving notice from the City or if an emergency necessitates immediate repair of the damage, City may, in its sole discretion, perform the repair work itself, in which case Company shall reimburse City for the costs of the repair work within 30 days after receiving a statement detailing such costs.

10. Default.

If either party is in default under this Agreement for a period of (a) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may terminate this Agreement, and may pursue any remedies available to it against the defaulting party under applicable law. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds diligently to fully cure the default.

11. Taxes.

Company shall be solely responsible for payment of all personal property taxes, use taxes, and possessory interest taxes assessed upon and arising from its use and operation of the Project.

12. Insurance

12.1 Required Insurance Policies. Without limiting Company's indemnification of the City and prior to commencement of work, Company shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- a. Comprehensive General Liability Insurance. Company shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including but not limited to contractual liability.
- b. Workers' Compensation Insurance. Company shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Company shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Company be a sole proprietor, the Company will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.
- c. Professional Liability (Errors and Omissions Insurance). Company shall maintain professional liability insurance that covers the Project to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Company agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d. Automotive Insurance. Company shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Company arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount of \$1,000,000 combined single limit for each accident.

12.2 Other Insurance Provisions. For any claims related to this Project, the Company's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess to the Company's insurance and shall not contribute with it. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (a) The City, its officers, officials, employees, agents and volunteers are to be included as additional insureds as their interests may appear under this Agreement with respect to liability arising out of automobiles owned,

leased, hired or borrowed by or on behalf of the Company; and with respect to liability arising out of work or operations performed by or on behalf of the Company including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 27882(b). .

- (b) Company shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Company's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- (c) Upon notification to Company by its insurers, Company shall provide the City not less than thirty (30) days' prior written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of any policies of insurance required hereunder.
- (d) Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- (e) Company acknowledges and agrees that any actual or alleged failure on the part of the City to inform Company of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- (f) The workers' compensation policy shall include a waiver of subrogation in favor of the City, its elected or appointed officials, agents, officials, employees and volunteers or shall specifically allow Company or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Company hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its sub consultants.
- (g) Additionally Insured. General liability policies shall provide that Agency and its officers, officials, employees, and agents shall be additional insured as their interests may appear under this Agreement under such policies. The provision shall also apply to any excess liability policies.
- (h) City's Rights of Enforcement of Contract Provisions. In the event any policy of insurance required under this Agreement is canceled and not replaced, City has the right but not the duty to obtain the insurance it

deems necessary and any premium paid by City will be promptly reimbursed by Company or City will withhold amounts sufficient to pay premium from Company payments. In the alternative, City may cancel this Agreement.

- (i) City's Right to Revise Requirements. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Company a ninety (90)-day advance written notice of such change. If such changes results in substantial additional cost to the Company, the City and Contractor may renegotiate Company's Compensation.

12.3 Insurance Rating. All insurances policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance in the State of California, with an assigned policyholder's Rate of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

12.4 Original Certificates and Amendatory Endorsements. Company shall furnish the City with original certificates and amendatory endorsements effecting coverage required by the City. All certificates and endorsements are to be received by the City before work commences. The City reserves the right to inspect at Company's closest office to City complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12.5 Subcontractor Insurance Coverage. Company shall require all subcontractors to furnish certificates and endorsements for the insurance requirements stated herein.

12.6 Additional Insurance. Company may obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

13. Indemnification and Hold Harmless

13.1 Indemnification and Hold Harmless. Company shall indemnify, protect, defend and hold free and harmless the City, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Company, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement. When the law establishes a professional standard of care for Company's Services, to the fullest extent permitted by law, Company shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent

or wrongful act, error or omission of Company, its officers, agents, employees or Sub consultants/contractors (or any agency or individual that Company shall bear the legal liability thereof) in the performance of professional services under this Agreement.

14. Relocation and Rearrangement Obligation.

14.1 Relocations at Company' Expense. Whenever, during the term of this Agreement or any Renewal Term, the City changes the grade, width or location of any street or improves any street in any manner, including the laying of any sewer, storm drain, conduits, gas, water, electric or other utility system, or other pipes owned or operated by the City or any other City-controlled public agency or City-controlled public utility, or constructs any pedestrian tunnels, or moves existing utilities where Company's facilities are located to an underground location, or other work of the City and such work will, in the sole opinion of the City, render necessary any change in the position or location of any facilities of Company in or into the street, Company will, at its sole cost and expense, do any and all things necessary to effect such change in position or location, in conformity with the written notice of the City to Company ("Removal Order").

- (a) The Removal Order will specify in reasonable detail the work to be done by Company and will specify the time that such work is to be accomplished. In the event that the City changes the provisions of any such Removal Order given to Company, Company will be given additional time to accomplish such work. In case Company fails to commence such work in compliance with the Removal Order within thirty (30) days after service of same upon Company (unless Company will be unable to comply with the Removal Order by reason of strikes, riots, acts of God, or act of public enemies or other events beyond Company's control), the City's Engineer may cause the work required in the Removal Order to be done by the City or at the election of the City, by a private contractor at Company's sole cost and expense, pursuant to the provisions of this Paragraph 14.

14.2 If, within 120 days after its receipt of such Removal Order, Company fails or refuses to relocate its facilities located in, on, upon, along, under, over, across or above any highway or to pave, surface, grade, repave, resurface or regrade as required, pursuant to any provision of the Agreement, and provided Company has not experienced a force majeure or other event beyond its control that is causing Company to be unable to comply with the Removal Order, then such facilities will automatically be deemed abandoned and the City or other public entity may cause the work to be done and will keep an itemized account of the entire cost thereof, and Company will hold harmless the City, its officers and employees from any liability which may arise or be claimed to arise from the moving, cutting, or alteration of any of Company's facilities, or the turning on or off of water, oil or other liquid, gas, or electricity. In addition, Company agrees to, and shall, reimburse the City or other City-controlled public entity for such cost within thirty days after presentation to Company of an itemized account of such costs. Additionally, nothing contained herein should be construed as a waiver to any rights that Company may have to collect funds, if available, under various "Rule 20" undergrounding project rules.

14.3 [RESERVED]

14.4 Expense of Others. When rearrangement of the Project's facilities is done for the accommodation of any party not identified herein, the cost of such rearrangement may be borne by the accommodated party. It shall be Company's sole responsibility to arrange for said accommodated party, in advance of such rearrangement, to (a) deposit with Company either cash or a corporate surety bond in an amount, as in the reasonable discretion of Company will be required to pay the costs of such rearrangement; and (b) to execute an instrument agreeing to indemnify and hold harmless Company from any and all damages or claims caused by such rearrangement.

14.5 Rearrangement of the Facilities of Others. Nothing contained in this Agreement will be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation; or to require the City or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of Company.

14.6 [RESERVED]

14.7 If Company has attached or connected its Facilities to the facilities of other utilities or parties located in the City's rights-of-way such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, then Company will be bound to relocate or remove its Facilities at the same time and in the same manner as such other utilities or parties at Company's sole cost and expense.

15. Fees.

Company is solely responsible for the payment of all lawful fees in connection with Company's performance under this Agreement.

16. Miscellaneous.

16.1 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of California, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the courts of Los Angeles County or in the relevant United States District Court.

16.2 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

16.3 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

17. Emergency and General Contact Information for Company.

The emergency contact number to reach Company 24 hours a day, seven days a week is 1-800-MCI-WORK (1-800-624-9675). Should this number be disabled or revised for any reason, Company shall give the City immediate notice of an alternate emergency contact number. In addition, Company may be reached during business hours as follows:

Corporate Contact:

Verizon Business Network Operations Center (NOC)
1-800-MCI-WORK (1.800.624.9675)

Email:

California Office:

Destry Hippen
17642 Armstrong Avenue, Irvine CA 92614
Ph: 949-622-3506
Email: destry.hippen@verizon.com

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Commencement Date.

“CITY”:
CITY OF IRWINDALE

Mayor

ATTEST:

Date: _____

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

MCIMETRO ACCESS TRANSMISSION
SERVICES CORP.:

COMPANY

Date: _____

By: _____

By: _____

Legend:

- Planned Aerial - 24,321 Linear Ft.
- Planned Underground - 5,326 Linear Ft.
- Irwindale

Note: This is a PRELIMINARY VIEW only. Final design not yet completed, thus routes subject to change. Cables shown in green and blue represent backbone fiber to existing or new cell sites. Not shown above are additional lateral off backbone cables to be determined to serve business customers along the routes.

Map Information:

- Date: 10/10/2010
- Project: I-10, W-10, L-10
- Map Scale: 1:10,000
- Map Created By: [Redacted]
- Map Checked By: [Redacted]
- All Rights Reserved

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2020
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Declaration of Covenants, Conditions and Restrictions for 4833 Sabre Lane

City Manager's Recommendation:

That the City Council approve the Declaration of Covenants, Conditions and Restrictions for the property located at 4833 Sabre Lane, Irwindale, CA.

Background and Analysis:

1. On December 18, 2013 the Irwindale Housing Authority approved the Disposition and Development Agreement between the Irwindale Housing Authority and IMD Enterprises, LLC as amended by Addendum No. 1 dated October 14, 2015, Addendum No. 2 dated April 11, 2018, Addendum No. 3 dated July 11, 2018, and Addendum No. 4 dated September 12, 2018 ("DDA").
2. On August 29, 2018, the Irwindale Planning Commission approved Tentative Parcel Map No. 82188 allowing the subdivision of one parcel into four parcels on property located at 4826 Baca Avenue.
3. IMD Enterprises, LLC, agreed to the final conditions of approval for the Parcel Map, as outlined in Irwindale Planning Commission Resolution No. 754(18). One of the General Conditions state, if applicable, each parcel/property owner shall be subject to the requirements of the approved Covenants, Conditions and Restrictions (CC&R's). The CC&R's shall be a legally recorded document bound to each parcel and approved by the City Council.
4. The attached CC&R's have been prepared by IMD Enterprises, LLC and requires the owner of the property at 4833 Sabre Lane to provide access to the adjacent owner at 4823 Sabre Lane so as to perform any required maintenance, repairs or painting of the garage wall of 4823 Sabre Lane.

Fiscal Impact:

None

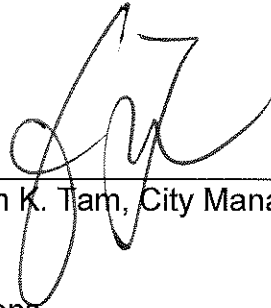
Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel) None

Prepared By/Contact: Theresa Olivares, Assistant City Manager

Phone: (626) 430-2294



William K. Tam, City Manager

Attachment(s):

1. Declaration of Covenants, Conditions and Restrictions

Recording requested by
and when recorded mail to:

c/o IMD Enterprises, LLC
22343 La Palma Avenue, Suite 132
Yorba Linda, CA 92887

[Space Above this line reserved for Recorder's Use]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made by IMD Enterprises, LCC, a California limited liability company ("Declarant") on this ____ day of _____, 2020 ("Effective Date").

RECITALS

This Declaration is made and entered into with reference to the following facts:

- A. Declarant is the owner in fee of that certain real property ("Property") in the City of Irwindale, County of Los Angeles, State of California, 91706, legally described in Exhibit "A" and commonly known as 4833 Sabre Lane.
- B. In order for the Property Owner of Lot 2 Parcel Map No. 62508, as per Map in Book 335, Pages 90 to 92, inclusive, of Parcel Maps, in the Official Records of Los Angeles County, California, 91706, Assessor Parcel No. 8417-033-088 (commonly known as 4823 Sabre Lane) in the City of Irwindale to maintain and paint the garage, access is needed from the Declarant.

NOW THEREFORE, in consideration of the following covenants and promises, the Declarant and subsequent property owners agree and are bound to the following:

- A. Grant of Access. The Declarant shall provide the Property Owner of Lot 2 Parcel Map No. 62508, as per Map in Book 335, Pages 90 to 92, inclusive, of Parcel Maps, in the Official Records of Los Angeles County, California, Assessor Parcel No. 8417-033-088 (commonly known as 4823 Sabre Lane), City of Irwindale, or his/her contractor, ingress and egress access to Declarant's Property at 4833 Sabre Lane to maintain and paint the garage wall; subject to the Property Owner of 4823 Sabre Lane providing Declarant at least seventy-two (72) hours' prior written notice, personally delivered, of the intent to enter Declarant's Property and conduct said maintenance and painting, unless maintenance is critical to avoid significant damage, in which case notice shall be reduced as necessary to avoid such potential damage. All maintenance and painting shall be done in a good workmanlike manner and so as to minimize disruption as much as reasonably possible to Declarant and any of the Property.

- B. No Storage. The Declarant shall not permit storage, vehicles, equipment, debris, planting of tree, shrubs, deposits or items on any portion of access to or along the garage wall at any time that may impair or obstruct the ingress and egress to the garage wall area.
- C. Maintenance and Painting. The Declarant shall have no obligation, responsibility or liability for the maintenance of the garage wall or for any damage caused by the Property Owner of 4823 Sabre Lane, or his/her contractor, in performing such maintenance.
- D. Binding Effect. This Declaration shall be binding on and for the benefit of their assigns, and their successors in interest, and shall benefit each subsequent owner together with their grantees, successors, heirs, executors, administrators, advisees, assigns, and shall run with the land. Any subsequent transferee by acceptance of delivery of a deed or of any conveyance or portion thereof shall be deemed to have consented to and become bound by the provisions of this Declaration.
- E. No Public Right of Access. Nothing herein shall be construed to grant a right of access.
- F. Duration. This Declaration shall be effective as of the Effective Date and run with the land in perpetuity and is appurtenant thereto and is not a personal right afforded each owner.
- G. Severability. If any terms or provisions of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each term and provision of this the Declaration shall be valid and enforceable to fullest extent permitted by law.
- H. Governing Law. The laws of the State of California shall govern this Declaration. In the event that any of the provisions of this Declaration are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, and enforceability of the remaining provisions shall not be affected thereby.
- I. Recordation. This Declaration shall be recorded in the office of the Los Angeles County Recorder's Office.
- J. Enforcement by City. The City of Irwindale shall have the right and power, but not the duty, to enforce any provisions of this Declaration that relate to the obligations of the Declarant. The City may assess the costs of any such enforcement action, including reasonable attorney fees, as a lien on any property against which the City takes enforcement action.
- K. Amendments/Termination. This Declaration shall not be or terminated amended without the express approval of the City Council of the City of Irwindale.

[NOTARY ACKNOWLEDGEMENT MUST BE ATTACHED]

WHEREFORE, the undersigned understands and agrees to all terms of this Agreement and have hereby caused this Agreement to be executed on _____, 2019.

Declarant:

IMD Enterprises, LLC, California a Limited Liability Company

Mayans Development, Manager
Ismael Mayans, President

APPROVAL BY CITY OF IRWINDALE

By: _____
Name: William Tam
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Fred Galante
Title: City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

The following legally described property (address commonly known as 4833 Sabre Lane) in the City of Irwindale, County of Los Angeles State of California, 91706, described as follows:

PARCEL 4 OF PARCEL MAP 81288 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 400 PAGES 69 AND 70 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DRAFT

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2020
 To: Honorable Mayor and Members of the City Council
 From: William Tam, City Manager
 Issue: Appointment of a Planning Commissioner

City Manager's Recommendation:

Adopt Resolution No. 2020-03-3164 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE", reading by title only and waiving further reading thereof.

Background and Analysis:

The term for Planning Commissioner Richard Chico expired on December 31, 2019. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

Commissioner Chico has applied for reappointment; Patsy Gonzales and Teresa Ortiz have submitted applications for consideration of appointment. It would be appropriate to make one appointment to the Planning Commission, with a four-year term expiring December 31, 2023.

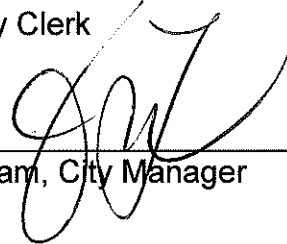
Fiscal Impact: None

Review:

Fiscal Impact:  (Initial of CFO) None

Legal Impact: *Electronically Approved by City Attorney Galante* (Initial of Legal Counsel)

Prepared By / Contact: Laura Nieto, Chief Deputy City Clerk
Phone: (626) 430-2202


 William Tam, City Manager

Attachments:

Resolution No. 2020-03-3164
 Commission Applications (Chico, Gonzales, Ortiz)

RESOLUTION NO. 2020-03-3164

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPOINTING A MEMBER TO THE PLANNING COMMISSION
OF THE CITY OF IRWINDALE**

THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA,
DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Pursuant to Irwindale Municipal Code Section 2.32.020, the following person is appointed to the Planning Commission of the City of Irwindale, to serve a term of office to commence January 1, 2020, and to expire on December 31, 2023.

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this ____ day of January 2020.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2020-03-3164 was adopted at a regular meeting of the Irwindale City Council held on the ____ day of January 2020, by the following vote of the Council:

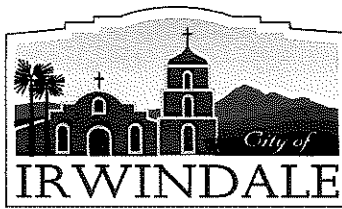
AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



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DEC 12 2019
CITY OF IRWINDALE
CITY CLERKS DEPT

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PLANNING Commission
(print or type name of one Board or Commission)

Name: RICHARD CHICO

Address: 16134 CALLE DE PASEO

Occupation: PROPERTY MANAGER

Employer: PIONEER PROPERTIES

Address: 15335 VALLEY BLVD. FONTANA, CA 92335

Home Phone: (626) 962-6044 (909) 322-4800 Business Phone: (909) 355-5428

Years in Irwindale: 79 Registered Voter? yes

Educational background / degree: AA Degree @ CITRUS, 3 yrs Cal Poly

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. CITY Council 1968-1976 & 1988-1992
PLANNING Commission 1966-1968 & 2005 TO Present

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) SEE ATTACHMENT

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) SEE ATTACHMENT

Have you applied for a City Board or Commission before? Yes X No _____

If so, which one? PLANNING Commission

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: SEE ATTACHMENT

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: 12/12/19

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Re: Application for Planning Commissioner from Richard Chico

Why I want to serve:

As homeowners we have a vested interest in the future of our city. We all have a responsibility to the residents to make sure that we protect their interests when giving consideration to lot splits, zone changes, variances, etc. Being a Commissioner gives me the opportunity to do my part in serving and protecting our city at the same time.

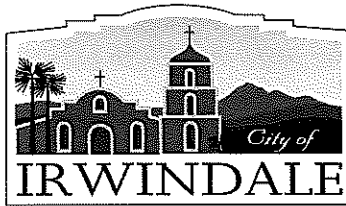
As is usually the case with anyone that serves on any of the City's official boards; one develops a "special and personal" interest in the city's development. I enjoy the sense of fulfillment and accomplishment that comes from being a Planning Commissioner.

Why would I make a good commissioner:

Having a cumulative total of 26 years as a Planning Commissioner or Councilman have given the opportunity to acquire and develop the skills needed to serve the City in this position.

In addition, having been a project manager in construction and property manager in my full time jobs has also helped me to see any given proposal from the builder's prospective.

As for my formal education, I graduated from Citrus and Mt. San Antonio Jr. Colleges and completed 3 years at Cal Poly as an Accounting Major



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DEC 16 2019
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission
(print or type name of one Board or Commission)

Name: Patricia Gonzales

Address: 5124 Irwindale Ave., Irwindale, CA 91706

Occupation: Secretary

Employer: City of Pico Rivera

Address: 6615 Passons Blvd., Pico Rivera, CA 90660

Home Phone: (626) 214 6672 Business Phone: (562) 801-4413

Years in Irwindale: 15 Registered Voter? Yes

Educational background / degree: Bachelor / Master Degree Organizational Leadership

Licenses or Special Certificates: AZUSA Pacific University

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Planning Commission - Irwindale
1/23/08 - 12/31/09 and 7/23/14 - 12/31/17

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) See attached

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) See attached

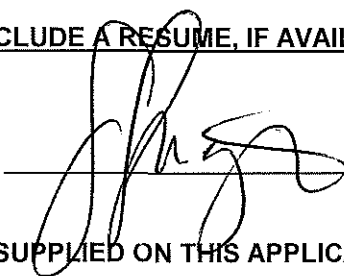
Have you applied for a City Board or Commission before? Yes X No
If so, which one? Planning Commission

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: See attached

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: 

Date: Dec. 12, 2019

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

What are your reasons for wanting to serve on the Board or Commission?

I currently work in another city but my position has allowed me to work closely with Planning, Building, Housing, and Code Enforcement. I have gained a great deal of knowledge with the process of new businesses coming into the city. I feel that knowledge would be a benefit to the commission.

Why do you feel that you would make a good Board Member or Commissioner?

I feel that all residents should be given the opportunity to participate in the city's growth and future. As a resident I have had my own personal experiences in Irwindale and feel that provides me with knowledge about the city. As stated previously my position allows me to work close with the Planners. This has allowed me to learn how new business are chosen and their (Planning) task of researching these businesses to see if they would fit into the city's structure. I feel that my knowledge will give me a better insight on all projects that would be presented to the commission. I know that if chosen my duty is to remain objective and to make any decisions based on the good of the city as well as its residents.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government:

As stated previously I work very closely with the Planning, Building, Housing, and Code Enforcement divisions in my current position. Although the needs of these two cities may be different, the process is similar, and knowing that, I feel allows me to be able to contribute my best to the City of Irwindale.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commissioner

Name: Teresa Ortiz

Address: 16164 Progress Lane Irwindale CA 91706

Occupation: Patient Communications Representative

Employer: UCLA Health

Address: 30601 Agoura Rd Agoura Hills CA 91301

Cell Phone: (619) 729-4280

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DEC 17 2019
CITY OF IRWINDALE
CITY CLERKS DEPT.

Years in Irwindale: Over 10 years Registered Voter? Yes

Educational background / degree: Some college

Licenses or Special Certificates: None

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None _____

Please answer the following questions completely


What are your reasons for wanting to serve on the Board or Commission? The reason I want to serve on the Board or Commission is because I want my voice heard on key local issues and being able to serve the community.

Why do you feel that you would make a good Board Member or Commissioner? I feel I would make a good Board Member or Commissioner because I have a strong desire to have my voice in decision making. And I have a desire to serve my community. I feel if selected as a Board Member or Commissioner that I would play a positive role and help the community benefit from services the Planning Commission provides.

Have you applied for a City Board or Commission before? Yes ☒ No ☐ If so, which one?
Irwindale Parks and Recreation Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I feel I have excellent organization and negotiating skills. I am creative and I have great leadership skills. I have a keen decision-making ability and I pride myself on my team working skills. I also have great communication skills, both written and orally. I am enthusiastic and committed to politics, policy issues and current affairs.

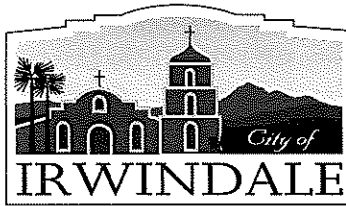
PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: 12-9-19

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.



APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: _____
(print or type name of one Board or Commission)

Name: _____

Address: _____

Occupation: _____

Employer: _____

Address: _____

Home Phone: () _____ Business Phone: () _____

Years in Irwindale: _____ Registered Voter? _____

Educational background / degree: _____

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. _____

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) _____

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) _____

Have you applied for a City Board or Commission before? Yes _____ No _____

If so, which one? _____

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: _____

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____  Date: 12-9-19

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Teresa Ortiz
16164 Progress Lane
Irwindale, CA 91706

November 29, 2019

To whom it may concern:

I am seeking to pursue my life long goal of working in an environment where I can make a positive contribution in society. Where I can make a difference and impact my community by treating people the right way, with integrity and pride. Where the idea of changing for the better not only intrigues me but inspires me to strive for more.

Let me briefly highlight the skills, values and passion I will bring to the City of Irwindale.

Lifelong passion and desire to help others.

Solid understanding of insurance and law enforcement policies and procedures.

Ability to work with others in a team setting in order to meet goals and complete projects on time.

An aptitude for defining problems and identifying creative solutions while building consensus between all affected parties.

A hardworking and self-directed work ethic with a dedication to detail.

I am an energetic, motivated, and creative, outside-the-box thinker who embraces change.

An interview to further review your needs and my skills would be mutually beneficial. I look forward to talking to you soon.

Respectfully,

Teresa Ortiz

Teresa Ortiz
16164 Progress Lane
Irwindale, CA 91706
(619) 729-4280 Cell
Tgortiz14@gmail.com

CUSTOMER SERVICE PROFESSIONAL/CLAIMS ANALYST

Customer service and claims analyst professional with data entry and claims experience. As a patient intake representative I am the face of LabCorp and take pride in providing the most impeccable customer service. I have experience as a claims analyst with broad experience in all aspects of the healthcare industry; facility and physician claims, customer service, data entry, benefits and the eligibility department. I have strong and effective interpersonal and written communication skills. Excellent Customer Service skills. Organized and analytical with strong problem solving skills and ability to manage multiple tasks. Disciplined with proven ability to manage multiple assignments efficiently under extreme pressure while meeting tight deadline schedules and performance guarantees.

SUMMARY OF QUALIFICATIONS

- Facility/Physician Claims Examiner
- Cross trained in Customer Service, data entry and eligibility departments
- Efficient with MS Word/Windows/Excel/Office
- Communicate effectively with leadership
- Multifaceted, infinitely flexible.
- Hard working
- Open-minded, independent and dedicated.
- Passionately curious and supremely confident.
- Ability to type 75 w.p.m.
- 10 key by touch
- Assigned to work on special projects
- Exceeded productivity goals
- Ability to work independently as a telecommuter

PROFESSIONAL EXPERIENCE

LabCorp
Glendora

Dec 2016-Present

Patient Intake Representative

Perform front desk activities. Perform administrative assignments including typing, data entry, filing, and answering the phone. Greet patients, clients and enter patient health insurance information and collect current or past due payment amount(s). Acts as a cashier; receives payments; prepares, balances and closes out cash drawers; inputs cash receipts into computer; copies and files receipts; deposits cash. Assist 120-200 patients on a daily basis in a fast paced environment I answer multiple phone calls, receive and send faxes. I assist patients with insurance inquiries and coverage. I assist my supervisor and Manager investigating complaints from patients, doctors and clients. I often diffuse those situations by researching information and taking the time to treat each patient/client with the best possible customer service

PIH Health
Whittier

Jan 2015-October
2016

Patient Account Representative

Handling EOB Commercial, Medicare, Medi-cal claims for patients
outstanding accounts.

UnitedHealth Group (OptumHealth-Medicare)
International Falls, MN - Telecommuter

Jan. 2012 - Jan
2015

CLAIMS ANALYST

- Ensuring accurate payment of Medicare claims based on policy, procedures, CPT codes and ICD codes.
- Researching and adjusting internal and external payment discrepancies.
- Researching claim edits to verify appropriate benefit application.
- Provide assistance to other departments when needed.

UnitedHealth Group
San Diego, CA-Telecommuter

2009-2012

CLAIMS EXAMINER

- Ensuring accurate payment of claims based on policy, procedures, CPT codes and ICD codes.
- Researching and adjusting internal and external payment discrepancies.
- Researching claim edits to verify appropriate benefit application.
- Lead examiner for special projects.

Maxim Healthcare, UBH (United Health Group)
San Diego, CA

2006-2009

CUSTOMER SERVICE

- Responded courteously and accurately to all phone inquiries relating to eligibility issues, claims issues and explanation of benefits questions from both members and providers.
- Confirm accuracy of information given to members, providers and outside clients.
- Demonstrated outstanding problem solving and active listening skills – able to diffuse difficult customer situations with tact and ease.

Irwindale Police Department
Irwindale, CA

POLICE CADET – DISPATCHER

COMPUTER SKILLS

MS Word, Excel, PowerPoint; Outlook; Windows; CITRIX, CPW, RTMS, COSMOS,
FACETS, LINX, CMM, MedSeries4, LCM

EMPLOYEE RECOGNITION/AWARDS

100% Financial recognition for Jan-Sept 2010
100% Procedural recognition for Jan-July, ^{Oct}-Nov 2010
Super Star/Perfect Attendance Awards for 2008-2010
Certificate of commendation from Irwindale City Council

EDUCATION

General Education courses- Citrus Community College 1999-2001
High School Diploma-College Prep – Northview High School 1999

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2020

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: First Reading of Ordinance No. 738 Establishing a Transactions and Use Tax Ordinance, Adoption of Resolution No. 2020-04-3165 Approving Administrative Agreements with the California Department of Tax and Fee Administration, and Resolution No. 2020-05-3166 Authorizing the Examination of Transactions and Use Tax Records

City Manager's Recommendation:

- 1.) Introduce for first reading Ordinance No. 738 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF IRWINDALE, CALIFORNIA, ESTABLISHING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION"; and
- 2.) Adopt Resolution No. 2020-04-3165 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION TO ADMINISTER AND OPERATE THE CITY'S LOCAL TRANSACTIONS AND USE TAX"; and
- 3.) Adopt Resolution No. 2020-05-3166 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE EXAMINATION OF TRANSACTIONS AND USE TAX RECORDS"

Background and Analysis:

On July 15, 2019 the Irwindale City Council adopted Resolution No. 2019-34-3118, unanimously declaring a fiscal emergency and Resolution No. 2019-35-3119, calling a special election to be held on November 5, 2019 for the purpose of placing a local transactions and use tax measure on the ballot, and approving a transactions and use tax ordinance.

A special election was held on Tuesday, November 5, 2019, and the ballot included Measure I for the new proposed local transactions and use tax.

Measure I was passed by the voters, thereby approving the new local transactions and use tax, which will become effective on April 1, 2020.

The results of the election were certified by the Irwindale City Council on December 11, 2019, and the results are noted in the table below:

Votes		Percent
YES	117	60.62%
NO	76	39.38%

It would now be appropriate for the City Council to introduce Ordinance No. 738 for first reading.

It is also necessary at this time to execute agreements with the California Department of Tax and Fee Administration (CDTFA) to administer and operate the City's new Transactions and Use Tax.

Approval of Resolution No. 2020-04-3165 includes two standard agreements required by the CDTFA. The agreements are attached to the resolution as Exhibits A and B, as follows:

- A. Agreement For Preparation To Administer and Operate City's Transactions and Use Tax Ordinance – This agreement authorizes the CDTFA to conduct the necessary preparations to implement and administer the City's new transactions and use tax. This includes preparatory work related to developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the CDTFA's staff and taxpayers, and other necessary functions. The agreement includes an estimate of the CDTFA's cost for implementing the transactions and use tax to not exceed \$175,000. This is a standard estimate provided by the CDTFA, however it is expected this amount will be significantly less because the one-time implementation costs will be allocated to several cities implementing a transactions and use tax at the same time, and the City has a relatively lower level of sales tax activity. All CDFTA administrative costs are netted out of tax revenue.
- B. Agreement For State Administration of City Transactions and Use Taxes – This agreement authorizes the CDTFA to administer the transactions and use tax program annually for the City. This includes the ongoing administrative and operational functions of ensuring compliance with the City's transactions and use tax ordinance by taxpayers, collecting funds from retailers, and remitting the tax revenue to the City. The CDTFA administrative fees will be deducted from the taxes collected for the City, as is currently done with regular sales taxes.

The CDTFA also requires the City to designate specific City personnel and appropriate consultants that are authorized to examine transactions and use tax records on behalf of the City. As with all sales tax records, the transactions and use tax information is highly confidential and the CDTFA will only release this information to authorized staff and consultants. Approval of Resolution No. 2020-05-3166 accomplishes this requirement.

Approving Ordinance No. 738 and the attached resolutions will allow the City to proceed with implementing the collections of the new local transactions and use tax approved with the passage of Measure I by the voters at the special election on November 5, 2019.

Fiscal Impact:

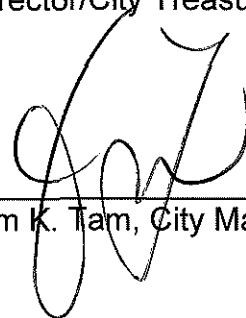
The new transactions and use tax will become effective on April 1, 2020, and is estimated to generate annual revenues of \$1,180,000 million for the City's General Fund. This revenue estimate will be net of administrative costs charged by the CDTFA to administer, collect, and distribute the local transactions and use tax for the City. The ongoing costs have not yet been determined by the CDTFA.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: Approved Electronically by City Attorney (Initial of Legal Counsel)

Prepared By / Contact: Eva Carreon, Finance Director/City Treasurer
Phone: (626) 430-2221



William K. Tam, City Manager

Attachments:

Ordinance No. 738
Resolution No. 2020-04-3165, with Exhibits A & B
Resolution No. 2020-05-3166

ORDINANCE NO. 738

**AN ORDINANCE OF THE CITY COUNCIL OF IRWINDALE, CALIFORNIA,
ESTABLISHING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION**

**THE CITY COUNCIL
City of Irwindale, California**

**THE PEOPLE OF THE CITY OF IRWINDALE DO HEREBY ORDAIN AS
FOLLOWS:**

WHEREAS, Article XIII C, Section 2 of the California Constitution authorizes a city to impose a general tax if approved by a majority vote of the qualified electors; and

WHEREAS, pursuant to Article XIII C, the general tax may be approved at a special election in cases of emergency with the unanimous approval of the governing body; and

WHEREAS, Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code, and Section 7285.9 of the California Revenue and Taxation Code, authorizes a city to adopt a transactions and use (sales) tax ordinance, which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose; and

WHEREAS, on July 15, 2019, by unanimous approval, the City Council of the City of Irwindale (the "City") adopted Resolution No 2019-34-3118, declaring a fiscal emergency due to the severe expected budget deficits in the City;

WHEREAS, the City faces severe budget pressures due to continued increases in operating expenditures significantly outpacing increases in revenue, particularly in uncontrollable expense categories such as health insurance, pension costs, utilities, and liability insurance premiums. Additionally, capital expenditures for items including replacements to the City's vehicle fleet, technology replacements and upgrades, and deteriorating streets, infrastructure and facilities will result in the further reduction of the City's General Fund balance reserves over time unless new funding sources are realized; and

WHEREAS, Irwindale residents strongly prioritize maintaining and protecting key city services that protect health, welfare and safety of residents and improve the life of residents in the city; and

WHEREAS, to preserve vital City services and fund the items discussed herein, the City must identify a reliable source of locally controlled funding; and

WHEREAS, this Ordinance will maintain funding for vital City services and help implement the needs and plans of the City; and

WHEREAS, this Ordinance creates a locally-controlled funding source that can only be used for local services and address local priorities, which is legally-protected from being taken by the State; and

WHEREAS, this Ordinance requires strict fiscal accountability, such as public spending reports, and annual independent audits to ensure all funds are spent responsibly.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF IRWINDALE AT THE NOVEMBER 5, 2019 SPECIAL ELECTION DO RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. ADOPTION OF NEW CHAPTER. A new Chapter 3.54 is hereby added to the Irwindale Municipal Code to read as follows:

"Chapter 3.54
TRANSACTIONS AND USE TAX

3.54.010 Title.

This ordinance shall be known as the "City of Irwindale Transactions and Use Tax Ordinance." The City of Irwindale hereinafter shall be called "city." This ordinance shall be applicable in the incorporated territory of the city.

3.54.020 Operative date.

"Operative date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance by the electorate, the date of such adoption being as set forth below.

3.54.030 Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the city to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of

California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

3.54.040 Contract with state.

Prior to the operative date, the city shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided , that if the city shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.54.050 Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the city at the rate of 3/4 of a cent per dollar (0.75%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.54.060 Place of sale.

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are

consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.54.070 Use tax rate.

An excise tax is hereby imposed on the storage, use or other consumption in the city of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 3/4 of a cent per dollar (0.75%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.54.080 Adoption of provisions of state law.

Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

3.54.090 Limitations on adoption of state law and collection of use taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this city shall be substituted therefor. However, the substitution shall not be made when:
 - 1. The word "state" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
 - 2. The result of that substitution would require action to be taken by or against this city or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this ordinance.
 - 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other

consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

- b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
- 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715 , 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "city" shall be substituted for the word "state" in the phrase "retailer engaged in business in this state" in Section 6203 and in the definition of that phrase in Section 6203.

The words "A retailer engaged in business in the city" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.54.100 Permit not required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.54.110 Exemptions and exclusions.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
 - 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the city which is shipped to a point outside the city, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the city shall be satisfied:
 - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-city address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
 - b. With respect to commercial vehicles, by registration to a place of business out-of-city and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this city of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This

exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 6. Except as provided in subparagraph (7), a retailer engaged in business in the city shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the city or participates within the city in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the city or through any representative, agent, canvasser, solicitor, subsidiary, or person in the city under the authority of the retailer or meets the requirements of a retailer engaged in business in the City Section 3.54.090(8).
 7. "A retailer engaged in business in the city" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the city.
- D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.54.120 Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.54.130 Enjoining collection forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the state or the city, or against any officer of the state or the city, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.54.140 Severability.

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.54.150 Effective date.

This chapter levying the tax described herein shall be effective ten (10) days after the date on which the City Council has declared that the voters of the City of Irwindale have approved the ordinance by a vote of no less than a majority of the votes cast by the electors voting on the tax measure set forth in this chapter at that special municipal election to be held on November 5, 2019.

3.54.160 Termination date.

The authority to levy the tax imposed by this ordinance shall not expire unless terminated by lawful vote of the electorate or as required or authorized by law."

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Irwindale hereby declare that they would have adopted each section, subsection, sentence, clause,

phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. CEQA. The adoption of this ordinance is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code Section §§ 21000 et seq.). CEQA Guideline § 15378(b)(4) provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment are not projects subject to the requirements of CEQA.

SECTION 4. APPROPRIATIONS LIMIT. Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of Irwindale is increased to the maximum extent over the maximum period of time allowed under the law consistent with the revenues generated by this tax.

SECTION 5. EXECUTION. The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the approval thereof and cause same to be published at least once in a weekly newspaper of general circulation, published in the City of Irwindale, which newspaper is hereby designated for that purpose (GC § 40806). This Ordinance shall only be in effect following the approval of a majority of the voters at an election on March November 5, 2019, as certified by the election official.

SECTION 6. CERTIFICATION. The City Clerk of the City of Irwindale shall certify that this ordinance was passed, approved and adopted by the People of the City of Irwindale, California, voting on the 5th day of November, 2019.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 738 was duly introduced at a regular City Council meeting held on the 8th day of January 2020, and adopted at a regular meeting of the City Council held on the _____ day of _____2019, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 738, adopted by the City Council of the City of Irwindale at its regular meeting held _____, to be posted at the City Hall, Library, and Post Office on _____.

Dated:

Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 2020-04-3165

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS
WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION TO ADMINISTER AND OPERATE THE CITY'S
LOCAL TRANSACTIONS AND USE TAX**

WHEREAS, on July 15, 2019, the City Council pursuant to Resolution No. 2019-35-3119 called a special election and approved Ordinance No. 738 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, on November 5, 2019, the voters of the City of Irwindale (City) approved a local transactions and use tax, and thereby also approving Ordinance No. 738, amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (CDTFA) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the CDTFA will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the CDTFA requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

WHEREAS, the CDTFA requires that the City Council authorize the agreements;

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines, and orders as follows:

Section 1. That the "Agreement for Preparation to Administer and Operate City's Transactions and Use Tax Ordinance Prep" attached as Exhibit A is hereby approved and the City Manager is hereby authorized to execute this agreement.

Section 2. That the "Agreement for State Administration of City Transactions and Use Taxes Prep" attached as Exhibit B is hereby approved and the City Manager is hereby authorized to execute this agreement.

Section 3. That the Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 8th day of January 2020.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2020-04-3165 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 8th day of January 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit A

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Irwindle, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.
2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.
3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.
4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.
5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.
6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Supervisor
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Irwindale
5050 N Irwindale Avenue
Irwindale, California 91706

Attention: Finance Director/City Treasurer

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF IRWINDALE

By _____
(Signature)

William K. Tam
City Manager

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

Exhibit B

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Irwindale has adopted, and the voters of the City of Irwindale (hereafter called "City") have approved by the required majority vote, the City of Irwindale Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 738, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III
ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the

Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Irwindale
5050 N Irwindale Avenue
Irwindale, California 91706

Attention: Finance Director/City Treasurer

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on January 8, 2020. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and

developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF IRWINDALE

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator

William K. Tam
City Manager

RESOLUTION NO. 2020-05-3166

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF IRVINDALE AUTHORIZING THE EXAMINATION OF
TRANSACTIONS AND USE TAX RECORDS**

WHEREAS, pursuant to Ordinance No. 738 of the City of Irwindale (City), and Section 7270 of the Revenue and Taxation Code, the City entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the City deems it desirable and necessary for authorized representatives of the City to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the CDTFA;

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines, and orders as follows:

Section 1. That the City Manager or other officer(s) or employee(s) of the City designated in writing by the City Manager to the CDTFA are hereby appointed to represent the City with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the City by the CDTFA, pursuant to the agreement contract between the City and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the City's transactions and use taxes by the CDTFA pursuant to the contract.

The following City employees are hereby designated and authorized to receive and review sales and use tax transactions for the City of Irwindale:

- 1.) City Manager
- 2.) Assistant City Manager
- 3.) Finance Director/City Treasurer
- 4.) Finance Manager
- 5.) Community Development Director
- 6.) Community Development Manager
- 7.) Economic Development Coordinator

Section 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager in Section 1, are hereby appointed to represent the City with authority to examine those transactions and use tax records of the CDTFA for purposes related to the following governmental functions of the City:

- a) City Administration
- b) Revenue Management and Budgeting
- c) Community and Economic Development
- d) Business License Tax Administration
- e) Other purposes as deemed necessary

The information obtained by examination of CDTFA records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates, Inc (HdL) is hereby designated to examine the transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the City by the CDTFA. The person or entity designated by this section meets all of the following conditions:

- a) Has an existing contract with the City to examine those transactions and use tax records; and
- b) Is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information; and
- c) Is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- d) Is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of CDTFA's records shall be used only for purposes related to the collection of City's transactions and use taxes by the CDTFA pursuant to the agreement contracts between the City and CDTFA.

Section 4. That this resolution supersedes all prior transactions and use tax resolutions of the City adopted pursuant to subdivision (b) of Revenue and Taxation Section 7056.

PASSED, APPROVED AND ADOPTED this 8th day of January 2020.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }
CITY OF IRWINDALE } ss.

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2020-05-3166 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 8th day of January 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2020

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approval of Proposed Use of Community Development Block Grant (CDBG) Allocation of Fiscal Year (FY) 2020-2021 and incorporating FY 2019-2020 allocations.

City Manager's Recommendation:

That the City Council conduct the public hearing to receive public comments on the Project No. 602083-19 PCC Sidewalk and Access Ramps at Various Locations, and approve the CDBG allocations from FY 2019-20 to be combined with the FY 2020-21 allocation. This will allow for a larger sidewalk and access ramp project to be completed in FY 2021-22. Following conclusion of the public hearing, the City Council should adopt the attached Resolution No. 2020-01-3162, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2020-2021 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION," reading by title only and waving further reading thereof:

Analysis:

The CDBG Program is funded directly by the federal government's Department of Housing and Urban Development (HUD), whose objectives include the development of suitable living environments. The amount of the CDBG grant to each participating city is based upon population. Consequently, the City of Irwindale's annual CDBG allocation is considerably low and can only be used for very small projects. For FY 2020-2021, the City's CDBG grant allocation will be approximately \$9,900. The CDBG allocation for FY 2019-2020 is \$9,910. Using the combined funds (\$19,810) will allow for a larger sidewalk and access ramp project to be completed in FY 2021-2022.


Public Works is proposing to use the CDBG grant for sidewalk and access ramp improvements to comply with American Disability Act (ADA) requirements. These improvements will provide adequate access to disabled persons, including those dependent upon wheelchair transportation consistent with the American Disabilities Act.

Fiscal Impact:

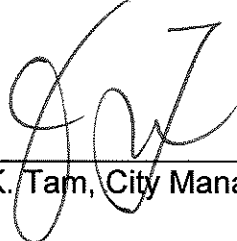
The use of available CDBG funds for this type of project will avoid the need to use General Fund monies for necessary public improvements to comply with ADA requirements.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Eva Carreon, Director of Finance / City Treasurer
Phone: (626) 430-2221



William K. Tam, City Manager

Attachment:
Resolution No. 2020-01-3162

RESOLUTION NO. 2020-01-3162

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE PROPOSED USE OF THE CITY'S FISCAL
YEAR 2020-2021 LOS ANGELES URBAN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT ALLOCATION**

WHEREAS, the City of Irwindale will be combining CDBG FY 2020-2021 allocation of approximately \$9,900, and FY 2019-2020 allocation of approximately \$9,910 (total of two FY allocations \$19,810) and unexpended funds;

WHEREAS, no more than 15% of the City's CDBG Allocation may be used for public services; and

WHEREAS, the City desires to optimally apply the limited-use grant monies with minimal corresponding administrative burdens; and

WHEREAS, the City must comply with federal requirements including procurement standards and submittal of quarterly reports in order to qualify for and receive the CDBG Allocation; and

WHEREAS, the City's CDBG Allocation is eligible to pay for the cost of access ramps and sidewalk improvement for handicapped persons; and

WHEREAS, there is a need to provide access ramps and repair sidewalks in the community in accordance with American Disabilities Act ("ADA") in order to improve mobility of disabled persons including those dependent upon wheelchair transportation; and

WHEREAS, the proposed project would benefit disabled persons and thereby meet one of the national objectives for the use of CDBG allocation; and

WHEREAS, the City of Irwindale has held a duly noticed public hearing on the proposed disposition of the City's Allocation.

NOW, THEREFORE, The City Council of the City of Irwindale, California, resolves, determines and orders as follows:

1. The City Council hereby approves the proposed use of the City of Irwindale Fiscal Year 2020-2021 CDBG allocation of \$9,900; and Fiscal Year 2019-2020 allocation of \$9,910, from the Los Angeles County Community Block Grant Program to fund the cost of access ramps and sidewalk repair to improve the mobility of disabled persons.

2. The City Council hereby authorizes the City Manager and the Director of Finance to take all actions and execute all documents necessary to secure the CDBG allocation from the County and apply the allocation to the described project as provided for herein
3. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 8th day of January 2020.

Albert F. Ambriz, Mayor

ATTEST:

Laura Nieto
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2020-01-3162 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 8th day of January 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2020

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: ORDINANCE NO 743, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.05 – EXISTING BUILDING CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2020 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2020 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2020 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2020 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2020 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2020 EDITION), EXISTING BUILDING CODE (2020 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ."

City Manager's Recommendation:

That the City Council conduct a public hearing for public comments, conduct second reading and adopt Ordinance No. 743 amending Title 15 of Irwindale Municipal Code by adding Chapter 15.05 – Existing Building Code and adopting by reference the 2020 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building, Codes with County and City Amendments, and direct the Department of Public Works to file the adopted ordinance with the City amendments along with the findings and justification with the State Building Standards Commission.

Background and Analysis:

1. The State's Health and Safety Code requires Cities and Counties to adopt the most recent editions of the State Building Standards related to building construction. Most recently, the State of California adopted the 2019 California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building Codes.

2. Title 15 of the Irwindale Municipal Codes (IMC) contains administrative and technical requirements for building construction. The City's current building code was last adopted in January 2017 by Ordinance 709.
3. On November 26, 2019, the Los Angeles County Board of Supervisors added and set forth provisions and regulations for the enforcement of Title 33 – Existing Building Code and adopted by reference, the 2019 State of California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes, with 2020 Los Angeles County Amendments. The Existing Building Code has been included as Part 10 of the California Building Standards Codes for the past three code cycles; however, now it is identified as a main code that requires adoption by all California jurisdictions.
4. Similar to past practice, the City will adopt the California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with county amendments, by reference, to bring the City into compliance with the California Health and Safety Code.
5. Based on staff review of the new 2020 Los Angeles County Building Code and the County's amendments and the ongoing mining and reclamation operations in the City, the Public Works Department - Building Safety Division is proposing amendments to Appendix "J" (Grading Section) of the Los Angeles County Building Code.
6. This proposed City amendment to the County's Appendix "J" is to carry over changes to the 2008 Appendix "J" that pertain to the administrative and technical standards for backfilling of open-pit mines using either inert debris fill or soil fill. This appendix will include the City's four technical guidelines and backfill settlement evaluation techniques that deal with mining and reclamation of open-pit mines as a mandated requirement for mining operations in the City and the technical memorandums that were prepared by the Irwindale Technical Advisory Committee as a supplement to the City's four technical guidelines.
7. Section 17958 of the California Health and Safety Code requires that, with any proposed amendment to the County Code, the City is to make findings that current and proposed technical changes to the County Code (State Codes) are reasonably necessary due to local climatic, geological or topographical conditions. The proposed City's amendments to Appendix "J" is taken from the City's 2008 Appendix "J" section since these technical code amendments relate to the administrative and technical standards for backfilling of open-pit mines. Those changes need to be included in each Building Code update in order to become the City's Building Code. Engineering staff has reviewed the City's proposed technical code amendments and determines that they meet the intent of the State's Health and Safety Code.


8. The proposed adoption of this ordinance is exempt under the provision of the California Environmental Quality Act pursuant to State Guidelines 15061(B)(3) and 15378 (b)(c). Adoption of the proposed ordinances is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Adoption of the proposed ordinances does not have such potential insofar as the changes are mandated to be adopted by State law and any local changes are needed to assure proper measures are taken to address the City's local needs, especially to properly backfill open-pit mines to avoid seismic hazards when they are reclaimed.
9. Upon adoption of the 2020 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, staff will send a letter to the California Building Standards Commission advising them with the City's newly adopted codes with County and City Amendments.
10. A copy of the above referenced 2020 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, and the Findings of Fact are available for review at the Building and Safety Division for inspection by the public.
11. The City Council conducted the first reading of Ordinance No. 743 on December 11, 2019.
12. Legal notice was published in the San Gabriel Valley Tribune on December 23 and 30, 2019 advertising the January 8, 2020 Public Hearing.

Fiscal Impact:

There is no fiscal impact.

Review:


Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)
Electronically Approved
by City Attorney

Prepared By/Contact: Laura Snyder, Executive Assistant

Phone: (626) 430-2203

Reviewed By: Arsanious Hanna, City Engineer/Building Official


William K. Tam, City Manager

Attachment(s): Proposed Ordinance 743

ORDINANCE NO. 743

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.05 – EXISTING BUILDING CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2020 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2020 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2020 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2020 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2020 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2020 EDITION), EXISTING BUILDING CODE (2020 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

RECITALS

A. Government Code section 50022.2 *et seq.* authorizes the adoption by reference of California codes and codes that adopt the California codes, including the Codes of the County of Los Angeles, which adopts the California Building, Existing Building, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as amended.

B. Section 17958.5 of the Health and Safety Code expressly authorizes cities to make changes in the California Building, Existing Building Code, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as reasonably necessary due to local conditions.

C. The Los Angeles County Building, Existing Building, Residential, Green Building Standards, Electrical, Plumbing and Mechanical Codes incorporate appropriate findings related to local climatic, geological, or topographical conditions of Los Angeles County, as specified under the provisions of the California Health & Safety Code.

D. On December 11, 2019, the City Council considered Ordinance 743 and accepting staff's recommendation to amend Appendix "J" of the County grading section to include Backfilling Standards of Open-Pit Mines and the requirement of a grading permit for the backfilling of open-pit mines using either inert debris fill or soil fill.

E. On January 8, 2020, the City Council of the City of Irwindale, pursuant to a notice duly issued under Government Code section 50022.3, conducted a public hearing to consider this ordinance adopting the 2020 Edition of the Los Angeles Building, Existing Building Code, Residential, Green Building

Standards, Plumbing, Electrical and Mechanical Codes with the City's amendment of Appendix "J" of the County Building Codes.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN AS FOLLOWS:

BUILDING CODE

SECTION 1: Chapter 15.04.10 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.04.010. Adoption of code. A. There is hereby adopted, as the city building code, except as provided in this chapter, that certain building code known and designated as the Los Angeles County Building Code, 2020 Edition (Title 26 of the Los Angeles County Code), which incorporates and amends the 2019 California Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2019-0056, as adopted by county of Los Angeles, is adopted in its entirety, with City's Amendments to Appendix "J".

SECTION 2: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2019-0056, has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2019-0056. The City Council further finds that the County's grading section Appendix "J" as revised to include the requirement of a grading permit for the backfilling of open-pit mines using either inert debris fill or soil fill, is necessary to address and remediate existing geological conditions as a result of mining activities in the City of Irwindale.

EXISTING BUILDING CODE

SECTION 3: Chapter 15.05.010 of the Irwindale Municipal Code is hereby adopted to read as follows:

Section 15.05.010. Adoption of code.

A. There is hereby adopted, as the city's existing building code, except as provided in this chapter, that certain existing building code known and designated as the Los Angeles County Existing Building Code, 2020 Edition (Title 33 of the Los Angeles County Code), which incorporates and amends the 2019 California

Existing Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the existing building code of the city, regulating and controlling the ability to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to safeguard the public health, safety, and welfare insofar as they are affected by the repair, alteration, change of occupancy, addition, and relocation of existing buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2019-0062, as adopted by the County of Los Angeles, is adopted in its entirety.

SECTION 4: Chapter 15.05.020 of the Irwindale Municipal Code is hereby adopted to read as follows:

Section 15.05.020. Copies filed. Three copies of the Los Angeles County Existing Building Code, referred to in Section 15.05.10 of this chapter, have been deposited in the office of the city clerk and shall be at all times maintained by said clerk for use and examination by the public.

SECTION 5: Chapter 15.05.030 of the Irwindale Municipal Code is hereby adopted to read as follows:

Section 15.05.030. Terms defined. Whenever any of the following names or terms are used in the Los Angeles County Existing Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"Board of appeals" means the board of appeals established by the Los Angeles County Building Code.

"Board of supervisors" means the city council.

"Building department" means the building and safety division of the department of public works, acting for the city.

"Building code," "uniform building" or "Los Angeles County Building Code" means Chapter 15.04 of this code;

"Building official" means the director of public works or his or her designee.

"City" means the city of Irwindale.

"County," "county of Los Angeles" or "unincorporated territory of the county of Los Angeles" means the city.

"County engineer" means the director of public works of the county of Los Angeles.

"Electrical code" means Chapter 15.08 of this code.

"Existing building code" means Chapter 15.05 of this code.

"Fire code" means Chapter 15.12 of this code.

"Fire zone" means the fire zone or zones adopted by an ordinance creating and establishing fire zones.

"General fund" means the city treasury.

"Health code" or "Los Angeles County Health Code" means Chapter 8.04 of this code.

"Health officer" means the health officer of the city.

"Mechanical code" means Chapter 15.20 of this code.

"Plumbing code" means Chapter 15.16 of this code.

"Green Building Standards code" means Chapter 15.10 of this code.

SECTION 6: Chapter 15.05.40 of the Irwindale Municipal Code is hereby adopted to read as follows:

Section 15.05.040. Fee schedule – Modification by Resolution. The fee schedules adopted by Section 15.05.10 of this title may be amended by resolution adopted by the city council.

SECTION 7: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2019-0062 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2019-0062.

RESIDENTIAL CODE

SECTION 8: Chapter 15.06.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.06.010. Adoption of code. A. There is hereby adopted, as the city residential code, except as provided in this chapter, that certain residential code known and designated as the Los Angeles County Residential Code, 2020 Edition (Title 30 of the Los Angeles County Code), which incorporates and amends the 2019 California Residential Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale,

and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2019-0060, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 9: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2019-0060 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2019-0060.

ELECTRICAL CODE

SECTION 10: Chapter 15.08.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.08.010. Adoption of Code. A. There is hereby adopted as city electrical code, except as provided in this chapter, that certain electrical code known and designated as the Los Angeles County Electrical Code, 2020 Edition (Title 27 of the Los Angeles County Code), which incorporates and amends the California Electrical Code, 2019 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the electrical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of electrical systems, wiring and appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2019-0057, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 11: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2019-0057 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2019-0057.

GREEN BUILDING STANDARDS CODE

SECTION 12: Chapter 15.10.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.10.010. Adoption of code. A. There is hereby adopted, as the city green building standards code, except as provided in this chapter, that certain green building standards code known and designated as the Los Angeles County Green Building Standards Code, 2020 Edition (Title 31 of the Los

Angeles County Code), which incorporates and amends the 2019 California Green Building Standards Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2019-0061, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 13: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2019-0061 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2019-0061.

PLUMBING CODE

SECTION 14: Chapter 15.16.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.16.010. Adoption of Codes. A. There is hereby adopted as city plumbing code, except as provided in this chapter, that certain plumbing code known and designated as the Los Angeles County Plumbing Code, 2020 Edition (Title 28 of the Los Angeles County Code), which incorporates and amends the California Plumbing Code, 2019 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the plumbing code of the city regulating and controlling plumbing and drainage systems, house sewers, private sewage disposal systems and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2019-0058, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 15: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2019-0058 has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2019-0058.

MECHANICAL CODE

SECTION 16: Chapter 15.20.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.20.010. Adoption of Codes. A. There is hereby adopted as city mechanical code, except as provided in this chapter, that certain mechanical code known and designated as the Los Angeles County Mechanical Code, 2020 Edition (Title 29 of the Los Angeles County Code), which incorporates and amends the California Mechanical Code, 2019 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the mechanical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2019-0059 as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 17: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2019-0059 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2019-0059.

SECTION 18: All violations of the provisions of the Los Angeles County Building Code, (2020 Edition), Los Angeles County Residential Code (2020 Edition), Los Angeles County Green Building Standards Code (2020 Edition), Los Angeles County Electrical Code (2020 Edition), Los Angeles County Plumbing Code, (2020 Edition), and Los Angeles County Mechanical Code (2020 Edition) adopted by the City shall be a misdemeanor and subject to the penalty provisions contained in Chapter 1.12 of the Irwindale Municipal Code.

SECTION 19: Full Force and Effect. Except as expressly amended herein, all other subsections of Chapter 15 of the Irwindale Municipal Code shall be unchanged and in full force and effect.

SECTION 20: Effective Date. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall, within 15 days after its final passage, cause the same to be published once in a newspaper of general circulation in the City of Irwindale, and this Ordinance shall take effect 30 days after its passage.

SECTION 21: Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Irwindale hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED on the 8th day of January 2020.

Albert Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF IRWINDALE)

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 743 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on December 11, 2019, and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on January 8, 2020, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 743, adopted by the City Council of the City of Irwindale at its regular meeting held January 8, 2020 to be posted at the City Hall, Library, and Post Office on January 9, 2020.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

DECEMBER 11, 2019
WEDNESDAY
8:24 P.M.

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Mark A. Breceda; Mayor Albert F. Ambriz

Also present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Fred Galante, City Attorney; Ty Henshaw, Police Chief; Eva Carreon, Finance Director; Arsanious Hanna, City Engineer; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

ITEM NO. 1A1
MINUTES

MINUTES

No minutes for approval

ITEM NO. 1B
WARRANTS

WARRANTS

No warrants for approval.

END OF CONSENT CALENDAR

ITEM NO. 1C
AWARD OF CONTRACT FOR ANNUAL AUDIT SERVICES

AWARD OF CONTRACT FOR ANNUAL AUDIT SERVICES (Joint Item on City Council, Housing, and Reclamation Authority Agendas)

DIRECTOR CARREON

Director Carreon presented the staff report.

COUNCILMEMBER BURROLA

Responding to a question by Councilmember Burrola, Director Carreon advised that this firm has provided many services to the city since the early 1990s. Staff has undergone RFP processes for these services and Lance, Soll, and Lunghard has always returned as the lowest bidder.

Councilmember Burrola suggested that the two-year term on the contract include an option for a two-year extension, to which Director Carreon advised that the contract being presented covers three years, and that staff would return to the Council after that time to seek, if necessary, a two-year extension.

COUNCILMEMBER GARCIA Councilmember Garcia asked whether it was customary to have the same auditor for an extended period of time, to which City Attorney Galante advised that other professions should be vetted, and that he would be concerned if staff did not conduct the RFP processes. However, since these processes have been done, and this firm has the right to participate, there is no requirement to change to another firm.

MOTION A motion was made by Councilmember Burrola, seconded by Councilmember Ortiz, to award a contract to Lance, Soll, and Lunghard, LLP for annual audit services for the fiscal years ending June 30, 2020, through June 30, 2022, with an option to extend through 2024, and authorize the City Manager to execute the contract attached to the staff report, approved as to form by the City Attorney. The motion was unanimously approved.

NEW BUSINESS

ITEM NO. 2A
RESCISSION OF APPROVALS FOR MATERIAL RECOVERY FACILITY / TRANSFER STATION RESCISSION OF APPROVALS FOR MATERIAL RECOVERY FACILITY / TRANSFER STATION (Joint Item on City Council Agenda)

CITY ATTORNEY GALANTE City Attorney Galante presented the staff report.

COUNCILMEMBERS BURROLA AND ORTIZ Responding to questions by Councilmembers Burrola and Ortiz, City Attorney Galante advised that, by adopting the subject resolutions and ordinance, the existing entitlements would be terminated. He indicated that the attorneys representing the opposing party requested that the court agree to this action, and so the court has ordered the city to terminate the entitlements. The court has found that most of the city's actions and most of the environmental analysis is appropriate, though there are a few areas that need additional analysis. The next step would be to address the additional analysis required in the Environmental Impact Report, which is why staff is proposing the adoption of a contract with Harvey Consulting Group to perform the additional analysis.

RESOLUTION NO. SA 2019-64-3148 ADOPTED **Resolution No. SA 2019-64-3148**, entitled:
"A RESOLUTION OF THE IRWINDALE SUCCESSOR AGENCY, SETTING ASIDE AND VACATING RESOLUTION NOS. SA 2016-17-2831 AND SA 2016-19-2833, PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY / TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY," was passed, approved, and adopted, on

the motion of Mayor Pro Tem Breceda, seconded by Councilmember Garcia, and unanimously approved.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:25 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA Item 1B

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check No	Vendor No	Vendor Name	Check Date	Check Amount
70261	ROSENO	Rosenow Spevacek Group Inc	12/11/2019	440.00
70262	USBANK03	US Bank Trust N.A.	12/11/2019	3,850.00
Report Total (2 checks):				4,290.00

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check No	Vendor No	Vendor Name	Check Date	Check Amount
70304	ALESHIRE	Aleshire & Wynder, LLP	12/18/2019	178.50
Report Total (1 checks):				178.50

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

HA Item 1A1

DECEMBER 11, 2019
WEDNESDAY
8:25 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz; Vice Chair Mark A. Breceda; Chair Albert F. Ambriz

Also present: William Tam, Executive Director; Fred Galante, Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Police Chief; Eva Carreon, Finance Director; Arsanious Hanna, City Engineer; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

SPONTANEOUS
COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Ortiz, seconded by Vice Chair Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Board Members Garcia and Ortiz abstaining on Item No. 1F, and Chair Ambriz abstaining on Item No. 1G.

ITEM NO. 1A1
MINUTES

MINUTES

No minutes for approval

ITEM NO. 1B
INVESTMENT
QUARTERLY REPORT
FOR SEPTEMBER 30,
2019

INVESTMENT QUARTERLY REPORT FOR SEPTEMBER 30, 2019
(Joint Item on Reclamation Authority Agenda)

The Investment Quarterly Report for September 30, 2019, was received and filed.

ITEM NO. 1D
TRANSFER OF
HOUSING BOND
PROCEEDS FROM
THE CITY TO THE
HOUSING AUTHORITY

TRANSFER OF HOUSING BOND PROCEEDS FROM THE CITY
TO THE HOUSING AUTHORITY (Joint Item on City Council
Agenda)

RESOLUTION NO.
HA 2019-10-083
ADOPTED

Resolution No. HA 2019-10-083, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE AND THE IRWINDALE HOUSING AUTHORITY
APPROVING A TRANSFER OF HOUSING BOND PROCEEDS
FROM THE CITY TO THE HOUSING AUTHORITY," was adopted.

ITEM NO. 1E
IRWINDALE HOUSING
AUTHORITY ANNUAL
REPORT FOR FY
2018-2019 AND SB341
ANNUAL REPORT FOR
FY 2018-2019

IRWINDALE HOUSING AUTHORITY ANNUAL REPORT FOR FY
2018-2019 AND SB 341 ANNUAL REPORT FOR FY 2018-2019

1) The FY 2018-2019 Irwindale Housing Authority Annual Report was received and filed; 2) the SB 341 Annual Report for Fiscal Year 2018-2019 ("Report") was approved and posting of the Report and supporting documentation on the City's website was approved, subject to approval as to form by Authority Counsel.

ITEM NO. 1F
AWARD OF
CONTRACT FOR THE
HOUSING ADDITION,
RENOVATION, AND
CONSTRUCTION OF
NEW DETACHED
GARAGE FOR 4605
NORA AVENUE
PROJECT; P-1002

AWARD OF CONTRACT FOR THE HOUSING ADDITION,
RENOVATION, AND CONSTRUCTION OF NEW DETACHED
GARAGE FOR 4605 NORA AVENUE PROJECT; P-1002

1) The Executive Director was authorized to enter into an agreement with Affordable Additions in the amount of \$349,000 for the Housing Addition, Renovation, and Construction of New Detached Garage for 4605 Nora Avenue Project; 2) a 20% project contingency in the amount of \$69,800 to cover any unforeseeable conditions that may arise during construction was approved, and 3):

RESOLUTION NO.
2019-09-082
ADOPTED

Resolution No. HA 2019-09-082, entitled:

"A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY APPROPRIATING MONIES FROM THE HOUSING AUTHORITY FUND BALANCE RESERVES FOR THE ADDITION, RENOVATION AND CONSTRUCTION OF NEW DETACHED GARAGE FOR 4605 NORA AVENUE PROJECT," was adopted, thereby authorizing the appropriation of necessary funds from the Housing Authority Fund Balance Reserves for the project; Board Members Garcia and Ortiz abstaining.

ITEM NO. 1G
PURCHASE AND
SALE AGREEMENT
FOR 5239 MORADA
STREET FOR PUBLIC
USE

PURCHASE AND SALE AGREEMENT FOR 5239 MORADA
STREET FOR PUBLIC USE (Joint with City Council)

RESOLUTION NO.
HA 2019-08-081
ADOPTED

Resolution No. HA 2019-08-081, entitled:

"A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH THE CITY OF IRWINDALE FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 5239 MORADA STREET (APN 8619-012-910)", was adopted; Chair Ambriz abstaining.

END OF CONSENT CALENDAR

ITEM NO. 1C
AWARD OF CONTRACT
FOR ANNUAL AUDIT
SERVICES

AWARD OF CONTRACT FOR ANNUAL AUDIT SERVICES (Joint Item on City Council, Successor Agency, and Reclamation Authority Agendas)

DIRECTOR CARREON Director Carreon presented the staff report.

BOARD MEMBER
BURROLA

Responding to a question by Board Member Burrola, Director Carreon advised that this firm has provided many services to the city since the early 1990s. Staff has undergone RFP processes for these services and Lance, Soll, and Lunghard has always returned as the lowest bidder.

Board Member Burrola suggested that the two-year term on the contract include an option for a two-year extension, to which Director Carreon advised that the contract being presented covers three years, and that staff would return to the Council after that time to seek, if necessary, a two-year extension.

BOARD MEMBER
GARCIA

Board Member Garcia asked whether it was customary to have the same auditor for an extended period of time, to which Agency Attorney Galante advised that other professions should be vetted, and that he would be concerned if staff did not conduct the RFP processes. However, since these processes have been done, and this firm has the right to participate, there is no requirement to change to another firm.

MOTION

A motion was made by Board Member Burrola, seconded by Board Member Ortiz, to award a contract to Lance, Soll, and Lunghard, LLP for annual audit services for the fiscal years ending June 30, 2020, through June 30, 2022, with an option to extend through 2024, and authorize the Executive Director to execute the contract attached to the staff report, approved as to form by the Authority Attorney. The motion was unanimously approved.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:27 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary